

GUERRA-WATSON AND ASSOCIATES, PLLC
ANTONIA GUERRA-WATSON, PHD
Counseling Services Information and Informed Consent

This document contains important information about my professional services and business policies. It is important that you understand the types of services that you may receive, what to expect in therapy and from me, your rights and responsibilities as a client, and financial policies. Please read it carefully and write down any questions you might have so that we can discuss them at our next meeting. When we meet at our scheduled appointment, we will review together and sign that you understand this information.

MY TRAINING

I have a PhD in Counseling Psychology from the University of Notre Dame. I am a licensed psychologist (#31889) in Texas. I have clinical training and experience in work with women, men, families, couples, groups, and adolescents and children. My areas of special training and expertise include the following: trauma and recovery, anxiety, depression, postpartum adjustment, anxiety, career development, and addictions. I have completed training in EMDR and am a certified hypnotist.

MY APPROACH TO THERAPY

My approach to therapy is an integrative approach using attachment theory. This is a philosophy of psychotherapy that involves looking at how thoughts and feelings about yourself and others were formed in your early relationships and how these are influencing your life now. The approach I use involves aspects of cognitive-behavioral therapy, acceptance and commitment therapy, interpersonal therapy, schema therapy, and systems theory. I may also incorporate hypnosis and/or EMDR if appropriate.

I view my role in therapy as a collaborator who will help you learn new skills and solve problems, provide a safe place for you to work through feelings and thoughts, and challenge and encourage you to meet your goals.

I see therapy as adaptive, which means that “one size does not fit all.” How we work is determined by your goals, personality, schedule, etc. Some people find that they prefer or need short-term therapy which would range from one session to a couple of months, while others are looking to or need to do longer-term work, which may last for years. Others choose a combination of both by doing pieces of work for a short duration over a period of years.

RISKS AND BENEFITS OF THERAPY

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. Approaching feelings or thoughts that you have tried not to think about for a long time may be painful. Making changes in your beliefs or behavior can be scary, and sometimes disruptive to the relationships you already have. It is important that you consider carefully whether these risks are worth the benefits to you of changing. On the other hand, psychotherapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, there are no guarantees of what you will experience.

THE THERAPY PROCESS

Initial Sessions- The first one or two sessions are considered an evaluation period. Our initial treatment plan is to assess current problems and develop goals and an approach to reach those, as well as ways to measure progress. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and an ongoing treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel

comfortable working with me. Therapy involves a commitment of time, money, and energy, so you should be very careful about the therapist you select.

Ongoing Counseling- We will meet regularly based on the current treatment goals. Therapy sessions are held at my office at the designated time. Sometimes sessions will be weekly, twice a week, twice a month, or less frequently. Sessions typically last 50 or 90 minutes, but we may decide to meet for a longer session if needed. EMDR sessions are usually 90 minutes. We will regularly review your progress and goals. Your questions and feedback about the process are necessary and valuable. We may decide to include family members or significant others in your work and will discuss it if warranted. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

What we will do in session- I use a variety of techniques in therapy to help address your concerns and goals. These techniques may include talking about your thoughts and feelings, interpretation, cognitive reframing and challenging unhelpful thinking, problem solving, mindfulness meditation, awareness exercises, visualization and relaxation, journal-keeping, session notes review, drawing, exploring past and current relationships and experiences, reading books, artwork, psychological testing, hypnosis, and EMDR. If I propose a specific technique that may have special risks attached, I will inform you of that, and discuss the risks and benefit of what I am suggesting.

Adjuncts to Therapy- I may suggest that you consult with a medical doctor for medication assessment or to rule out a medical problem. I refer to primary care physicians, specialists, nutritionists and psychiatrists. I may suggest that you get involved in a therapy or support group as part of your work with me. You have the right to refuse anything that I suggest regarding your treatment. I will often ask you to complete homework to practice and implement skills or expand on discussions held in session.

The Therapy Relationship- I highly value the work that I do as a therapist. I feel honored that I am entrusted with your care and hope that my caring, respect, and consideration for you through the therapy work that we do together is evident. If at any time, you do not feel this, please let me know. At times, we may discuss the therapy relationship as part of the therapy process. Your reactions to me are ok and anticipated and your sharing of them is appreciated. I do not have in-person or virtual social (e.g. linked-in, facebook) or sexual relationships with clients or former clients because that would be unethical/ illegal and negatively impact the therapy relationship.

Ending Therapy

We will regularly review your experience and progress in therapy. Ideally, we will end therapy mutually after it has been agreed upon that the goals that you have set have been met and or the problems or concerns that you had have been resolved to your satisfaction. In this case, we will have a “termination” session to review the work that you have done, discuss ways that you will continue to maintain the progress you have made, and help you to be able to recognize signs that problems may be reoccurring and ways to address this if this happens. We will also discuss a maintenance plan as appropriate.

Some people find that they may return counseling at different times in their life or when they need extra support or perspective. This method of using therapy is acceptable and often useful and is not necessarily done because therapy was not successful in the past. If you are feeling that you would like to end therapy, please discuss this with me. If you are unhappy with our work together, we can discuss options on how to address this concern. If I believe that the work that we are doing does not seem to be helpful to you, or that we are not making progress on the goals that you have set and cannot resolve a way to do so, I am ethically and legally bound to end the therapy. I am happy to provide referrals to other providers if this situation should occur, or if I feel that I am not able to provide the appropriate type of service or intervention that would be most useful or that you would like.

YOUR RIGHTS AS A PSYCHOTHERAPY CLIENT

Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. This frame helps to create the safety to take risks and the support to become empowered to change. As a client in psychotherapy, you have certain rights that are important for you to know about because this is your therapy. There are also certain legal limitations to those rights that you should be aware of. As a therapist, I have corresponding responsibilities to you.

Confidentiality-Except certain exceptions as described below, you have the right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission any time. *The following are legal exceptions to your right to confidentiality.*

1. If there is a risk of imminent serious harm to yourself or others.
2. If your records are subpoenaed
3. If information is requested by your insurance company.
4. If I suspect neglect or abuse of a minor or vulnerable adult. This may include a report of past abuse.
5. If you report sexual misconduct of a physician or therapist.
6. If you report that you are HIV positive, it must be reported to the Department of Health unless it has already been reported.
7. If you provide written permission for me to release information to another party.

If you are participating in group, family, or couples therapy, or invite others to participate in your therapy, additional limits of confidentiality will apply. Please read the sections on group, couples, family, and children below.

If there is a need for me to make an exception for confidentiality, it is my first preference to discuss this with you before this occurs. However, in some cases it may not be possible. If I believe that a patient is threatening serious bodily harm to him/herself or another, I may be required to take protective actions. These actions may include contacting the police, medical personnel, or family members who can help provide protection or seeking hospitalization.

I regularly consult with professional colleagues to gain greater insight and feedback for my work. If I consult on my work with you, I will not use your name or any information that can identify you. If I receive supervision in which more information is necessary to be revealed in order for me to provide you with the best possible care, I will inform you of this and obtain your consent. If you feel that I am in need of getting better information about a topic of concern to you, please let me know; I am always open to your suggestions and concerns.

Please also review the privacy/HIPAA policy for more information about how your PHI (protected health information may be used).

Confidentiality with couples- When working with couples, I may meet with you together and individually to help in gaining perspective and establish a relationship with both members. I have a **No Secrets** policy that applies to any individual meetings that we might have. I consider that I am a therapist for the relationship, and in order to benefit the work of the relationship, it may be necessary to share information from these individual sessions in your couples sessions. I will use my best judgment regarding whether, when and the extent information is to be disclosed and will first give the individual the opportunity to share this information him/herself. **Thus, if you feel that you have matters that you wish to discuss that are not subject to be shared with your partner, you may wish to meet with a therapist who will treat you individually.**

Confidentiality with Children and Families-It is my policy when working with children and adolescents to work with the whole family for all or part of our work together. I have found that if the parent(s) are not involved, the desired changes will not happen. It is important for your child to have a place to share their thoughts and feelings, and therefore confidentiality is important. Thus I ask you to respect that all details of what your child discloses to me will not be shared with you. However, I discuss upfront with your child that if I am concerned about behavior that is dangerous or life threatening, I/and or your child will inform you. Your child's well-being is of paramount concern to me. I make every attempt to help your child to talk with you directly about issues of safety or other issues that I feel would be helpful to the therapy process/your relationships. I will also provide you with a summary of the work we are doing and request information about your observations and experiences of your child if you are not present in the session that week. Please also see the paragraph above discussing individual meetings with couples, as the no secrets policy may apply to meetings with family members individually. Information provided by the parent(s) or other sources about the child who is the client is not necessarily considered confidential from the child, as this information may be included in the child's record and the person who provided it is identified.

Group therapy- In group therapy, it is of utmost important that all members maintain confidentiality and neither disclose the content of sessions nor the identity of fellow group members. It is highly recommended that any meaningful exchange outside the group also be discussed in the group. In group therapy, the other members of the group are not therapists. The same ethics and laws that bind me do not regulate them. The limits of confidentiality and the reporting laws have been outlined earlier in this document. While the expectation is that all group members will maintain confidentiality, you cannot be certain that they will always keep what you say in the group confidential. You are ultimately responsible for what you say and what you think, feel, or do with the feedback you receive in the group.

Confidentiality and Electronic Transmissions-Communications with me at times may be over cell phone or via email. These methods of communication are not considered secure and therefore confidentiality may not be guaranteed. If you object to use of these methods, please discuss this with me.

Record keeping I am ethically and legally bound to keep records, noting that you have been here, what we did in the session, and a few words describing the topics we have discussed. Under the law, you have the right to your records unless I believe it would be harmful to you. If you are a minor, your parents also have access to these records, unless I believe that it would be harmful to you. If you would like access to your records, I prefer that we set up a meeting to review the information together and/ or discuss information to be released. For adult individual sessions, I will take notes during the session and offer a copy of the notes I take during the meeting as a tool for you to use if you wish. For work with adolescents, these notes will not be provided to the parent or to the child unless we have discussed and agreed upon that this would be useful for the therapy and not detrimental to the therapy relationship or the child. Couples and families are considered one treatment unit and I require that if there is a request for the records of the couple or family, that I will seek authorization of all members of the treatment unit before releasing the information. See paragraphs above for more information about records and minors and couples.

Diagnosis If an insurance company is paying part of your bill, I am required to give a diagnosis. Diagnoses are technical medical terms that describe the nature of your problems and something about whether they are short-term or long-term problems. If I do use a diagnosis, I will discuss it with you. All of the diagnoses come from a book titled the DSM-IV; I have a copy in my office and will be glad to let you borrow it and learn more about what it says about your diagnosis. Diagnosis is derived from the medical model approach to therapy and can be a useful tool in informing/directing treatment, clarifying a problem, and communicating with other providers. Sometimes it can be negatively associated with "labeling" or be used as an excuse or over-identified with. I believe that the diagnosis identifies, defines, and describes the problem, *not the person*. All diagnoses are considered working diagnoses, and may change based on additional information or changes in symptoms.

Complaints If you're unhappy with what's happening in therapy, I encourage you talk about it with me so that I can respond to your concerns. I will take such information seriously, and with care and respect. If you believe that I have behaved unethically, you can complain about my behavior to either the Texas State Board of Examiners for Psychology 512.305.7700, or the Ethics Committee of the American Psychological Association, 750 1st St NE, Washington DC 20002-4242.

Input In Therapy-You have the right to ask questions about anything that happens in therapy. I'm always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training and you can request that I refer you to someone else if you decide I'm not the right therapist for you. You are free to leave therapy any time.

Ending Therapy-You have the right to decide when therapy will end, with three exceptions. If we have contracted for a specific short-term piece of work, we will normally finish therapy at the end of that contract. If I am not able to help you, either because of the kind of problem you have or because my training and skills are not sufficient, my ethics require that I inform you of this fact and refer you to another therapist who can meet your needs if possible. I would continue to meet with you until you had established a relationship with a new therapist, and would assist you in finding this person if possible. If you threaten violence to or harass the office staff, my family, or myself I reserve the right to terminate you unilaterally and immediately from treatment.

My Attendance and Contacting Me- I have a strong commitment to your work and minimize my absence from appointments as much as possible. However, I aim to be a model for self-care and give you the best I can as a provider; thus I will not work if I am too sick, will take vacations, and attend professional meetings to grow professionally and improve my practice. I will tell you before any planned absence. I will also contact you as soon as possible if I need to cancel an appointment due to my or family member's illness.

I am often not immediately available by telephone. When I am unavailable, my telephone 817-416-1235 is answered by voice mail. If you leave a non-emergency message on Monday or Friday, it will be returned on Tuesday. If you are difficult to reach, please inform me of some times when you will be available. You may also email me using the client portal at www.guerrawatson.com about non-emergency matters such as a change in appointment time or provide brief information before a session or if we agree to use email as part of your work. Do not email me in the event of emergency or send extensive information via email. I will try to reply within 24 hours to a message. Messages sent on the weekend will be returned on a weekday.

If you need to change an appointment schedule within 24 hours or less of your appointment, please send an email or leave a voicemail at 817.416.1235. You may also schedule and cancel appointments online at www.guerrawatson.com under the scheduling and forms tab using your login and password.

Please do not send lengthy messages via email, text or voicemail regarding your therapy work or concerns unless we have discussed this use as part of your treatment plan. Please request a secure link if desired. Please see emergency policy for additional information about emergencies.

Emergency Services policy

If you feel that you require a therapist who will frequently be available for emergency work or to meet more often than I can provide, please find another, more suitable provider. I will be happy to provide referrals if needed.

However, I understand that emergency situations may arise in the course of your work and I will support you as much as possible. If you are having a personal emergency, you may contact me on my cell number (469.233.2275). **If you are unable to reach me**

and feel that you are in danger, call 911 or if you are able to drive safely, go the nearest emergency room and ask for the psychologist/psychiatrist on call. Please leave me a message regardless, and I will get in touch with you as soon as possible.

If you have an emergency when I am out of the office for a longer time period and will not be available by phone, I will have emergency numbers or the name of the therapist covering my practice on my voicemail. If you decide to meet/speak with this therapist, you agree that you will be responsible for any charges that may occur, agree that the same limits to confidentiality apply, and agree that Dr. Guerra-Watson is not responsible for the actions/decisions made during this contact. I will coordinate with the on-call therapist as soon as possible about the situation and outcome so that we can continue your work and you provide your consent for the on-call therapist to discuss actions taken with me.

YOUR RESPONSIBILITIES AS A THERAPY CLIENT

Attendance: You are responsible for coming to your session on time and at the time we have scheduled. If you are late, we will end on time and not run over into the next person's session. Regular attendance is necessary for productive therapy. Frequent missed or cancelled sessions will not allow you to have the opportunity to make the most of therapy. A time is reserved specially for you in my schedule. **Two late cancelled sessions within 6 months or one missed appointment will result in loss of your appointment time and ability to schedule online. As well, you will have to wait for a time to re-open and pay the \$50 rescheduling fee in order to resume your counseling with me.**

Payment: You are responsible for paying for your session weekly unless we have made other firm arrangements in advance. If we decide to meet for a longer session, I will bill you prorated on the hourly fee. As noted above, if you miss a session without canceling, or cancel with less than a 24-hour notice, you may be subject to a \$50 cancellation fee, which must be paid at our next regularly scheduled meeting. (Exceptions for severe illness and weather may be made). I cannot bill these missed sessions to your insurance. If you have insurance, you are responsible for providing me with the information I need to send in your bill. You must pay me your deductible if it applies and any co-insurance amounts. If a check is mailed to you, you are responsible for paying me that amount at the time of our next appointment. If the insurance over-pays me, I will credit it to your account or refund it to you if you would prefer. Payments are due at the time of service. You may pay with cash, check, or Visa/MasterCard/Discover, or American Express.

Participation: You are responsible for being an active participant in therapy. This includes collaborating with me on your goals, informing me of significant information that would impact your treatment or care, and completing homework assignments.

FEES

Initial session (approximately 1 ½ hours) -\$165

45 Minute Therapy Session-\$120

30 Minute Therapy Session \$75

60 Minute Session-\$150

90-Minute Session \$165

Psychological Testing-\$150 -. Per hour. Full or Partial Battery Fees May be Arranged.

Missed session/late cancellation fee-\$50

Returned check fee-\$35

Other professional services will be billed at the therapy session rate, pro-rated as needed. These services may include telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party at the cost of \$200 per hour. You will be given advance notice if my fees change.

INSURANCE REIMBURSEMENT

I am an in-network for Blue Cross Blue Shield PPO, a participating provider for Medicare, and am an out of network provider for other insurance panels. It is important that you review your coverage to determine what your benefits are. You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator.

Your insurance company may decide that your problems do not meet their criteria for medical necessity, and thus they will not reimburse for services. If this is the case, you are responsible for full payment.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for my services yourself. If you decide that you would prefer to use an in-network provider, I will be happy to review possible referrals to those providers and facilitate transfer of your care.

I will provide you with a receipt so that you may submit claims for reimbursement to your insurance company if you are out of network, or I will file these claims for you if you are in-network (BCBS/Medicare) or we have agreed to my filing of claims.

ADDITIONAL OFFICE INFORMATION

Checking in for Appointments

Please wait in the lobby and I will come get you when it is time for your appointment.

GUERRA-WATSON AND ASSOCIATES, PLLC
2311 MUSTANG DRIVE SUITE 200
GRAPEVINE, TX 76051
817.416.1235 (OFFICE) 888.893.605 (FAX)

TEXAS NOTICE FORM/HIPAA PRIVACY POLICIES

Notice of Policies and Practices to Protect the Privacy of Your Health Information

THIS NOTICE DESCRIBES HOW MENTAL HEALTH AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. OTHER INFORMATION REGARDING CONFIDENTIALITY IS DISCUSSED IN THE CLIENT CONSENT FORMS.

I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

I may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes. To help clarify these terms, here are some definitions:

- “PHI” refers to information in your health record that could identify you.
- “Treatment, Payment and Health Care Operations”
 - Treatment is when I provide, coordinate or manage your health care and other services related to your health care. An example of treatment coordination would be when I consult with another health care provider, such as your family physician or another psychologist. I will in most cases discuss what information is going to be released/obtained and obtain as specific release for this information.
 - Payment is when I obtain reimbursement for your healthcare. Examples of payment are when I disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
 - Health Care Operations are activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- “Use” applies only to activities within my office, practice group, etc. such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you. This may include appointment reminders if requested, greeting by the receptionist in person or via telephone, mailing letters and packages, etc.
- “Disclosure” applies to activities outside of my office, practice group, etc. such as releasing, transferring, or providing access to information about you to other parties. These activities may include providing customer services, we may also in our health care operations disclose PHI to business associates with whom we have written agreements containing terms to protect the privacy of your PHI.

II. Uses and Disclosures Requiring Authorization

I may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An “authorization” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for information for purposes outside of treatment, payment and health care operations, I will obtain an authorization from you before releasing this information. I do not typically keep separate psychotherapy notes, but if created, these require separate authorization.

You may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

I will also obtain an authorization from you before using or disclosing PHI in a way that is not described in this Notice.

III. Uses and Disclosures with Neither Consent nor Authorization

I may use or disclose PHI without your consent or authorization in the following circumstances:

- Child Abuse: If I have cause to believe that a child has been, or may be, abused, neglected, or sexually abused, I must make a report of such within 48 hours to the Texas Department of Protective and Regulatory Services, the Texas Youth Commission, or to any local or state law enforcement agency.
- Adult and Domestic Abuse: If I have cause to believe that an elderly or disabled person is in a state of abuse, neglect, or exploitation, I must immediately report such to the Department of Protective and Regulatory Services.

- **Health Oversight:** If a complaint is filed against me with the State Board of Examiners of Psychologists, they have the authority to subpoena confidential mental health information from me relevant to that complaint.
- **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and the records thereof, such information is privileged under state law, and I will not release information, without written authorization from you or your personal or legally appointed representative, or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- **Serious Threat to Health or Safety:** If I determine that there is a probability of imminent physical injury by you to yourself or others, or there is a probability of immediate mental or emotional injury to you, I may disclose relevant confidential mental health information to medical or law enforcement personnel.
- **Worker's Compensation:** If you file a worker's compensation claim, I may disclose records relating to your diagnosis and treatment to your employer's insurance carrier.
- When the use and disclosure without your consent or authorization is allowed under other sections of Section 164.512 of the Privacy Rule and the state's confidentiality law. This includes certain narrowly-defined disclosures to law enforcement agencies, to a health oversight agency (such as HHS or a state department of health), to a coroner or medical examiner, for public health purposes relating to disease or FDA-regulated products, or for specialized government functions such as fitness for military duties, eligibility for VA benefits, and national security and intelligence.

IV. Patient's Rights and Psychologist's Duties

Patient's Rights:

- **Right to Request Restrictions** – You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, I am not required to agree to a restriction you request.
- **Right to Receive Confidential Communications by Alternative Means and at Alternative Locations** – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. Upon your request, I will send your bills to another address.)
- **Right to Inspect and Copy** – You have the right to inspect or obtain a copy (or both) of PHI and my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request, I will discuss with you the details of the request and denial process.
- **Right to Amend** – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. On your request, I will discuss with you the details of the amendment process.
- **Right to an Accounting** – You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in Section III of this Notice). On your request, I will discuss with you the details of the accounting process.
- **Right to a Paper Copy** – You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.
- **Right to Restrict Disclosures When You Have Paid for Your Care Out-of-Pocket.** You have the right to restrict certain disclosures of PHI to a health plan when you pay out-of-pocket in full for my services.
- **Right to Be Notified if There is a Breach of Your Unsecured PHI.** You have a right to be notified if: (a) there is a breach (a use or disclosure of your PHI in violation of the HIPAA Privacy Rule) involving your PHI; (b) that PHI has not been encrypted to government standards; and (c) my risk assessment fails to determine that there is a low probability that your PHI has been compromised.

Psychologist's Duties:

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.

- I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- If I revise my policies and procedures, I will notify you in person or by mail or via website posting.

V. Complaints

If you are concerned that I have violated your privacy rights, or you disagree with a decision I made about access to your records, you may contact me at the above phone or address.

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request.

VI. Effective Date, Restrictions and Changes to Privacy Policy

This notice went into effect August 25, 2003. Most recent update 8.27.2013. I reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. I will provide you with a revised notice in person or by mail or by posting on my website.

Please make a note of any questions you have about this document. We will review this information and create a signed agreement for consent for counseling at our initial meeting.

Thank you for your time in reviewing these documents. I look forward to meeting with you.

Antonia Guerra-Watson, Ph.D.

Guerra-Watson and Associates, PLLC