

Aaron Kurtz
Licensed Clinical Social Worker
license# 75180
(760) 814-7622
AaronKurtzLCSW@Gmail.com

Welcome New Client,

I am happy you have made the choice to work with me in an effort to improve your life. It is very important to me that you value our time together and that we create the change you seek.

I'm a Licensed Clinical Social Worker and graduate of The University of Southern California. I have 8 years experience working in mental health helping individuals who suffer from a broad range of disorders including, depression, anxiety, bipolar, addiction, schizophrenia, bereavement, personality disorders, gender incongruence, men's issues, aging, adjustment, tinnitus, and many of others. My style is a mixture of Dialectical Behavior Therapy, Cognitive Behavioral Therapy, and Strengths Based Therapy.

Appointments are scheduled in advance and are roughly 50-60 minutes long. Cancellations must be made at least 24 hours before our scheduled appointment. Appointments not cancelled in time or missed will billed at the standard fee. The standard fee is \$100 per session and is to be paid no later than two weeks after our meeting. If you would like to be reimbursed by a third party, a super bill can be provided to assist in the process. I am willing to operate on a sliding scale under certain conditions.

I am often in session and unable to answer my phone. If you leave a message, I will be able to return calls with 24 hours. If there is an emergency and you are unable to get a hold of me, please contact the San Diego Mental Health Emergency Unit at 619-421-6900 or call 911.

Please read the policies attached and have the Signature Page signed before our first session. Thank you and I look forward to our time together.

Aaron Kurtz, LCSW
(760) 814-7622
www.aaronkurtz.com

Policies and Procedures

BENEFITS AND RISK IN PSYCHOTHERAPY

There are a number of benefits to participating in psychotherapy, including improving interpersonal relationships, learning new and constructive ways to deal with the problems and developing healthy support systems. Risks may also be involved for example, discussing unpleasant aspects of your life, and working on changing maladaptive behavior may cause you to experience uncomfortable feelings. Although therapy often leads to a healthier adaptive lifestyle, there is no guarantee that therapy will yield positive or intended results.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep treatment records for seven years. You are entitled to receive a copy of your records. Upon request, I can provide you with a treatment summary. If you want this summary submitted to another provider, I will need your request signed and in writing. There is a fee of .20 per page when copying records any additional mailing fees will be billed to the client.

MINORS

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they agree to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss.

PROFESSIONAL BOUNDARIES

The therapist's job is to assist the client in their process of change by working with them within the treatment relationship. However, there may be a time when we see each other unexpectedly in a community setting. If we see each other accidentally outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak with you, but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

The state of California mandates that therapist inform clients that therapy never includes sex. Sexual contact of any kind between a therapist and a patient is unethical and illegal in the state of California. For more information please visit <http://www.dca.ca.gov/publications/proftherapy.shtml> for an online copy of "Professional Therapy Never Includes Sex."

SOCIAL MEDIA

- 1) Email and cell phone communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be compromised. Emails, in particular, are vulnerable to such unauthorized access due to the fact that email hosts have unlimited and direct access to all emails that go through their email servers. Please notify me if you decide to avoid or limit the use of email, SMS or other phone communication out of concern for confidentiality.
- 2) Some clients may choose to use technology in their counseling sessions. This may include but are not limited to, online counseling via Doxy.me, telephone, email, or text. Due to the nature of online communication, there is always the possibility that unauthorized persons may attempt to discover your personal information. I will take every precaution to safeguard your information but cannot guarantee that unauthorized access to electronic communications will not occur. Please take precautions with regard to who has access to any technology used in counseling sessions. Be aware of any friends, family members, significant others or co-workers who may have access to your computer, phone or other technology.
- 3) I do not accept friend requests from current or former clients on social networking sites, such as Facebook due to the fact that these sites can compromise your confidentiality and rights to privacy.

If you do not voice any concern about communication via text or email, I will assume you understand the risks involved and are not concerned.

CONFIDENTIALITY & DISCLOSURE

All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except where disclosure is required by law. For example,

- 1) Disclosures required by law
Reasonable suspicion of child, dependent, or elder abuse/neglect or the client presenting a danger to self, to others, to property, or is gravely disabled.
- 2) Disclosure pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation, the defendant may have the right to obtain your psychotherapy records.
- 3) Disclosure if I am a defendant in a civil, criminal or disciplinary action arising from the therapy disclosure may occur for the purpose of defense.
- 4) Disclosure if there is a signed authorization to release information, disclosure may occur in accordance with the terms of the authorization.
- 5) If adults are in treatment together, confidentiality does not apply between them instead the adults as a unit have privilege. In order for there to be disclosure to an outside party, all adults involved in the treatment have to sign a release.
- 6) If you have an outstanding bill, and are not communicating with about a payment plan, your name, payment record and last known address may be sent to a collection agency or filed in small claims court.

MEDIATION & ARBITRATION

All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a precondition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of myself and the client(s). In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in San Diego County, California, in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, legal means can be used (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

TERMINATION

Our work together will hopefully come to a successful end when your treatment goals have been met. You are welcome to come back into therapy at any time if new issues arise for you and you feel you need assistance. There are a couple of reasons why therapy may be terminated prematurely, hopefully this will not be the case.

- 1) If at any point during psychotherapy I assess that I am not effective in helping you reach your therapeutic goals, I will discuss it with you and, if appropriate terminate treatment. If you would like me to assist in the transition by coordinating with the new treating clinician I will need a signed request to disclose personal health information.
- 2) You have the right to terminate therapy at any point. If you choose to do so, please discuss with me and I will be happy to provide you with the names of other qualified professionals whose services may be a better fit.
- 3) I reserve the right to terminate treatment unilaterally and immediately if a client becomes verbally and/ or physically aggressive, is violent, threatens, or harasses, me, my office staff, other clients, and or my family. If this occurs you the client will be notified immediately and a termination summary, suggestions for referrals, and any outstanding bills will be mailed to you.
- 4) Failure or refusal to pay for services after a reasonable time, with no attempt to set up a payment plan is another condition for termination of services. If you are having financial difficulties, please discuss it with me so that we can look at options.

Signature Page

By signing this document, I acknowledge and agree to the following...

- 1) I have read and agree to the attached policies. I give my consent to Aaron Kurtz to perform health care services determined to be necessary or advisable for the benefit of my healthcare.
- 2) I understand that I am financially responsible for the payment of service.
- 3) I acknowledge the receipt of the attached HIPAA Notice of Privacy Practices.
- 4) For telemedicine and other remote services, I acknowledge that I have read and agree to the Telemedicine Informed Consent.

Name _____

Signature _____

Date _____

Client's name if minor _____

Guardian's Signature _____

Notice of Privacy Practices

Aaron Kurtz, LCSW

Phone: (760) 814 7622

Effective Date: 3/31/2018

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.

We understand the importance of privacy and are committed to maintaining the confidentiality of your medical information. We make a record of the medical care we provide and may receive such records from others. We use these records to provide or enable other health care providers to provide quality medical care, to obtain payment for services provided to you as allowed by your health plan and to enable us to meet our professional and legal obligations to operate this medical practice properly. We are required by law to maintain the privacy of protected health information, to provide individuals with notice of our legal duties and privacy practices with respect to protected health information, and to notify affected individuals following a breach of unsecured protected health information. This notice describes how we may use and disclose your medical information. It also describes your rights and our legal obligations with respect to your medical information. If you have any questions about this Notice, please contact our Privacy Officer listed above.

A. How This Medical Practice May Use or Disclose Your Health Information

This medical practice collects health information about you and stores it in a chart, on a computer, and in an electronic health record/personal health record. This is your medical record. The medical record is the property of this medical practice, but the information in the medical record belongs to you. The law permits us to use or disclose your health information for the following purposes:

1. Treatment

We use medical information about you to provide your medical care. We disclose medical information to our employees and others who are involved in providing the care you need. For example, we may share your medical information with other physicians or other health care providers who will provide services that we do not provide. Or we may share this information with a pharmacist who needs it to dispense a prescription to you, or a laboratory that performs a test. We may also disclose medical information to members of your family or others who can help you when you are sick, injured, or after you die.

2. Payment

We use and disclose medical information about you to obtain payment for the services we provide. For example, we give your health plan the information it requires before it will pay us. We may also disclose information to other health care providers to assist them in obtaining payment for services they have provided to you.

3. Health Care Operations

We may use and disclose medical information about you to operate this medical practice. For example, we may use and disclose this information to review and improve the quality of care we provide, or the competence and qualifications of our professional staff. Or we may use and disclose this information to get your health plan to authorize services or referrals. We may also use and disclose this information as

necessary for medical reviews, legal services and audits, including fraud and abuse detection and compliance programs and business planning and management. We may also share your medical information with our "business associates," such as our billing service, that perform administrative services for us. We have a written contract with each of these business associates that contains terms requiring them and their subcontractors to protect the confidentiality and security of your protected health information. We may also share your information with other healthcare providers, health care clearinghouses or health plans that have a relationship with you, when they request this information to help them with their quality assessment and improvement activities, their patient-safety activities, their population-based efforts to improve health or reduce health care costs, their protocol development, case management or care-coordination activities, their review of competence, qualifications and performance of health care professionals, their training programs, their accreditation, certification or licensing activities, or their health care fraud and abuse detection and compliance efforts.

4. Appointment Reminders

We may use and disclose medical information to contact and remind you about appointments. If you are not home, we may leave this information on your answering machine or in a message left with the person answering the phone.

5. Sign In Sheet

We may use and disclose medical information about you by having you sign in when you arrive at our office. We may also call out your name when we are ready to see you.

6. Notification and Communication With Family

We may disclose your health information to notify or assist in notifying a family member, your personal representative or another person responsible for your care about your location, your general condition or, unless you had instructed us otherwise, in the event of your death. In the event of a disaster, we may disclose information to a relief organization so that they may coordinate these notification efforts. We may also disclose information to someone who is involved with your care or helps pay for your care. If you are able and available to agree or object, we will give you the opportunity to object prior to making these disclosures, although we may disclose this information in a disaster even over your objection if we believe it is necessary to respond to the emergency circumstances. If you are unable or unavailable to agree or object, our health professionals will use their best judgment in communication with your family and others.

7. Marketing

Provided we do not receive any payment for making these communications, we may contact you to give you information about products or services related to your treatment, case management or care coordination, or to direct or recommend other treatments, therapies, health care providers or settings of care that may be of interest to you. We may similarly describe products or services provided by this practice and tell you which health plans this practice participates in. We may also encourage you to maintain a healthy lifestyle and get recommended tests, participate in a disease management program, provide you with small gifts, tell you about government sponsored health programs or encourage you to purchase a product or service when we see you, for which we may be paid. Finally, we may receive compensation which covers our cost of reminding you to take and refill your medication, or otherwise communicate about a drug or biologic that is currently prescribed for you. We will not otherwise use or disclose your medical information for marketing purposes or accept any payment for other marketing communications without your prior written authorization. The authorization will disclose whether we receive any compensation for any marketing activity you authorize, and we will stop any future marketing activity to the extent you revoke that authorization.

8. Sale of Health Information

We will not sell your health information without your prior written authorization. The authorization will disclose that we will receive compensation for your health information if you authorize us to sell it, and we will stop any future sales of your information to the extent that you revoke that authorization.

9. Required by Law

As required by law, we will use and disclose your health information, but we will limit our use or disclosure to the relevant requirements of the law. When the law requires us to report abuse, neglect or domestic violence, or respond to judicial or administrative proceedings, or to law enforcement officials, we will further comply with the requirement set forth below concerning those activities.

10. Public Health

We may, and are sometimes required by law, to disclose your health information to public health authorities for purposes related to: preventing or controlling disease, injury or disability; reporting child, elder or dependent adult abuse or neglect; reporting domestic violence; reporting to the Food and Drug Administration problems with products and reactions to medications; and reporting disease or infection exposure. When we report suspected elder or dependent adult abuse or domestic violence, we will inform you or your personal representative promptly unless in our best professional judgment, we believe the notification would place you at risk of serious harm or would require informing a personal representative we believe is responsible for the abuse or harm.

11. Health Oversight Activities

We may, and are sometimes required by law, to disclose your health information to health oversight agencies during the course of audits, investigations, inspections, licensure and other proceedings, subject to the limitations imposed by law.

12. Judicial and Administrative Proceedings

We may, and are sometimes required by law, to disclose your health information in the course of any administrative or judicial proceeding to the extent expressly authorized by a court or administrative order. We may also disclose information about you in response to a subpoena, discovery request or other lawful process if reasonable efforts have been made to notify you of the request and you have not objected, or if your objections have been resolved by a court or administrative order.

13. Law Enforcement

We may, and are sometimes required by law, to disclose your health information to a law enforcement official for purposes such as identifying or locating a suspect, fugitive, material witness or missing person, complying with a court order, warrant, grand jury subpoena and other law enforcement purposes.

14. Coroners, Organ or Tissue Donation

We may, and are often required by law, to disclose your health information to coroners in connection with their investigations of deaths. We may disclose your health information to organizations involved in procuring, banking or transplanting organs and tissues.

15. Public Safety

We may, and are sometimes required by law, to disclose your health information to appropriate persons in order to prevent or lessen a serious and imminent threat to the health or safety of a particular person or the general public.

16. Specialized Government Functions

We may disclose your health information for military or national security purposes or to correctional institutions or law enforcement officers that have you in their lawful custody.

17. Workers' Compensation

We may disclose your health information as necessary to comply with workers' compensation laws. For example, to the extent your care is covered by workers' compensation, we will make periodic reports to your employer about your condition. We are also required by law to report cases of occupational injury or occupational illness to the employer or workers' compensation insurer.

18. Change of Ownership

In the event that this medical practice is sold or merged with another organization, your health information/record will become the property of the new owner, although you will maintain the right to request that copies of your health information be transferred to another physician or medical group.

19. Breach Notification

In the case of a breach of unsecured protected health information, we will notify you as required by law. If you have provided us with a current email address, we may use email to communicate information related to the breach. In some circumstances our business associate may provide the notification. We may also provide notification by other methods as appropriate.

20. Psychotherapy Notes

We will not use or disclose your psychotherapy notes without your prior written authorization except for the following: 1) use by the originator of the notes for your treatment, 2) for training our staff, students and other trainees, 3) to defend ourselves if you sue us or bring some other legal proceeding, 4) if the law requires us to disclose the information to you or the Secretary of HHS or for some other reason, 5) in response to health oversight activities concerning your psychotherapist, 6) to avert a serious and imminent threat to health or safety, or 7) to the coroner or medical examiner after you die. To the extent you revoke an authorization to use or disclose your psychotherapy notes, we will stop using or disclosing these notes.

21. Research

We may disclose your health information to researchers conducting research with respect to which your written authorization is not required as approved by an Institutional Review Board or privacy board, in compliance with governing law.

22. Fundraising

We may use or disclose your demographic information in order to contact you for our fundraising activities. For example, we may use the dates that you received treatment, the department of service, your treating physician, outcome information and health insurance status to identify individuals that may be interested in participating in fundraising activities. If you do not want to receive these materials, notify the Privacy Officer listed at the top of this Notice of Privacy Practices and we will stop any further fundraising communications. Similarly, you should notify the Privacy Officer if you decide you want to start receiving these solicitations again.

B. When This Medical Practice May Not Use or Disclose Your Health Information

Except as described in this Notice of Privacy Practices, this medical practice will, consistent with its legal obligations, not use or disclose health information which identifies you without your written

authorization. If you do authorize this medical practice to use or disclose your health information for another purpose, you may revoke your authorization in writing at any time.

C. Your Health Information Rights

1. Right to Request Special Privacy Protections

You have the right to request restrictions on certain uses and disclosures of your health information by a written request specifying what information you want to limit, and what limitations on our use or disclosure of that information you wish to have imposed. If you tell us not to disclose information to your commercial health plan concerning health care items or services for which you paid for in full out-of-pocket, we will abide by your request, unless we must disclose the information for treatment or legal reasons. We reserve the right to accept or reject any other request, and will notify you of our decision.

2. Right to Request Confidential Communications

You have the right to request that you receive your health information in a specific way or at a specific location. For example, you may ask that we send information to a particular email account or to your work address. We will comply with all reasonable requests submitted in writing which specify how or where you wish to receive these communications.

3. Right to Inspect and Copy

You have the right to inspect and copy your health information, with limited exceptions. To access your medical information, you must submit a written request detailing what information you want access to, whether you want to inspect it or get a copy of it, and if you want a copy, your preferred form and format. We will provide copies in your requested form and format if it is readily producible, or we will provide you with an alternative format you find acceptable, or if we can't agree and we maintain the record in an electronic format, your choice of a readable electronic or hardcopy format. We will also send a copy to any other person you designate in writing. We will charge a reasonable fee which covers our costs for labor, supplies, postage, and if requested and agreed to in advance, the cost of preparing an explanation or summary. We may deny your request under limited circumstances. If we deny your request to access your child's records or the records of an incapacitated adult you are representing because we believe allowing access would be reasonably likely to cause substantial harm to the patient, you will have a right to appeal our decision. If we deny your request to access your psychotherapy notes, you will have the right to have them transferred to another mental health professional.

4. Right to Amend or Supplement

You have a right to request that we amend your health information that you believe is incorrect or incomplete. You must make a request to amend in writing, and include the reasons you believe the information is inaccurate or incomplete. We are not required to change your health information, and will provide you with information about this medical practice's denial and how you can disagree with the denial. We may deny your request if we do not have the information, if we did not create the information (unless the person or entity that created the information is no longer available to make the amendment), if you would not be permitted to inspect or copy the information at issue, or if the information is accurate and complete as is. If we deny your request, you may submit a written statement of your disagreement with that decision, and we may, in turn, prepare a written rebuttal. All information related to any request to amend will be maintained and disclosed in conjunction with any subsequent disclosure of the disputed information.

5. Right to an Accounting of Disclosures

You have a right to receive an accounting of disclosures of your health information made by this medical practice, except that this medical practice does not have to account for the disclosures provided to you or pursuant to your written authorization, or as described in paragraphs 1 (treatment), 2 (payment), 3 (health care operations), 6 (notification and communication with family) and 16 (specialized government functions) of Section A of this Notice of Privacy Practices or disclosures for purposes of research or public health which exclude direct patient identifiers, or which are incident to a use or disclosure otherwise permitted or authorized by law, or the disclosures to a health oversight agency or law enforcement official to the extent this medical practice has received notice from that agency or official that providing this accounting would be reasonably likely to impede their activities. 6. Right to a Paper or Electronic Copy of this Notice. You have a right to notice of our legal duties and privacy practices with respect to your health information, including a right to a paper copy of this Notice of Privacy Practices, even if you have previously requested its receipt by e-mail. If you would like to have a more detailed explanation of these rights or if you would like to exercise one or more of these rights, contact our Privacy Officer listed at the top of this Notice of Privacy Practices.

D. Changes to this Notice of Privacy Practices

We reserve the right to amend this Notice of Privacy Practices at any time in the future. Until such amendment is made, we are required by law to comply with the terms of this Notice currently in effect. After an amendment is made, the revised Notice of Privacy Protections will apply to all protected health information that we maintain, regardless of when it was created or received. We will keep a copy of the current notice posted in our reception area, and a copy will be available at each appointment.

E. Complaints

Complaints about this Notice of Privacy Practices or how this medical practice handles your health information should be directed to Aaron Kurtz, LCSW. If you are not satisfied with the manner in which I handle this complaint, you may submit a formal complaint to:

U.S. Department of Health & Human Services
200 Independence Avenue, S.W.
Washington, D.C. 20201

The complaint form may be found at
www.hhs.gov/ocr/privacy/hipaa/complaints
You will not be penalized in any way for filing a complaint.

Telemedicine Informed Consent Form

I hereby consent to engaging in telemedicine with Aaron Kurtz as part of my psychotherapy. I understand that “telemedicine” includes the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, or data communications. I understand that telemedicine also involves the communication of my medical/mental information, both orally and visually, to health care practitioners located in California or outside of California. I understand that I have the following rights with respect to telemedicine:

(1) I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment nor risking the loss or withdrawal of any program benefits to which I would otherwise be entitled.

(2) The laws that protect the confidentiality of my medical information also apply to telemedicine. As such, I understand that the information disclosed by me during the course of my therapy is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality, including, but not limited to reporting child, elder, and dependent adult abuse; expressed threats of violence towards an ascertainable victim; and where I make my mental or emotional state an issue in a legal proceeding. I also understand that the dissemination of any personally identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without my written consent.

(3) I understand that there are risks and consequences from telemedicine, including, but not limited to, the possibility, despite reasonable efforts on the part of my psychotherapist, that: the transmission of my medical information could be disrupted or distorted by technical failures; the transmission of my medical information could be interrupted by unauthorized persons; and/or the electronic storage of my medical information could be accessed by unauthorized persons. In addition, I understand that telemedicine based services and care may not be as complete as face-to-face services. I also understand that if my psychotherapist believes I would be better served by another form of psychotherapeutic services (e.g. face-to-face services) I will be referred to a psychotherapist who can provide such services in my area. Finally, I understand that there are potential risks and benefits associated with any form of psychotherapy, and that despite my efforts and the efforts of my psychotherapist, my condition may not be improve, and in some cases may even get worse.

(4) I understand that I may benefit from telemedicine, but that results cannot be guaranteed or assured.

(5) I understand that I have a right to access my medical information and copies of medical records in accordance with California law. I have read and understand the information provided above. I have discussed it with my psychotherapist, and all of my questions have been answered to my satisfaction.