Center for CBT & Mindfulness

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INFORMED CONSENT, POLICIES & PRIVACY PRACTICES

WELCOME: Thank you for choosing the Center for CBT & Mindfulness! Choosing a mental healthcare provider isn't easy. We're pleased you're taking the necessary steps to care for yourself, or a loved one and hope this is a pleasant experience which helps you reach your goals and resolve presenting concerns.

TREATMENT AND CLINICAL SERVICES OVERVIEW

WHO WE ARE: The Center for CBT & Mindfulness is a psychotherapy practice which provides evidence-based individual, group, family and marital therapy. The practice provides services to children (ages 7 and over), adolescents and adults. The psychotherapists/mental health clinicians at the Center for CBT & Mindfulness are Clinical Social Workers licensed by the Board of Behavioral Sciences (BBS) in the State of California.

Mental disorders and concerns treated within this practice include, but are not limited to: anxiety, trauma/stress, adjustment, eating, chronic pain, insomnia and depression, as well as interpersonal, academic, occupational, financial, health, spiritual, age, gender and sexuality-related stressors.

CLINICAL SOCIAL WORK DEFINED: Clinical social work is a mental-health profession whose practitioners, educated in social-work graduate schools and trained under supervision, master a distinctive body of knowledge and skill in order to assess, diagnose, and ameliorate problems, disorders, and conditions that interfere with healthy bio-psychosocial functioning of people—individuals, couples, families, groups—of all ages and backgrounds.

The California BBS defines the practice of clinical social work as "a service in which a special knowledge of social resources, human capabilities, and the part that unconscious motivation plays in determining behavior, is directed at helping people to achieve more adequate, satisfying, and productive social adjustments. The application of social work principles and methods includes, but is not restricted to, counseling and using applied psychotherapy of a nonmedical nature with individuals, families, or groups; providing information and referral services; providing or arranging for the provision of social services; explaining or interpreting the psychosocial aspects in the situations of individuals, families, or groups; helping communities to organize, to provide, or to improve social or health services; or doing research related to social work."

PSYCHOTHERAPY DEFINED: Psychotherapy is the use of psychosocial methods within a professional relationship, to assist the person or persons to achieve a better psychosocial adaptation, to acquire greater human realization of psychosocial potential and adaptation, to modify internal and external conditions which affect individuals, groups, or communities in respect to behavior, emotions, and thinking, in respect to their intrapersonal and interpersonal processes.

THE PROCESS OF THERAPY, EVALUATION AND SCOPE OF PRACTICE: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. Your therapist will request for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. Your therapist may challenge some of your assumptions or perceptions or propose different

ways of looking at, thinking about, or handling situations, which may cause you to feel very upset, angry, depressed, challenged, or disappointed.

Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results.

During the course of therapy, your therapist is likely to draw on various psychological approaches according, in part, to the problem that is being treated and the assessment of what will best benefit you. These approaches include, but are not limited to: behavioral, cognitive, cognitive-behavioral, dialectical-behavioral therapy, solution-focused, narrative, existential, system/family, developmental, motivational interviewing, mindfulness and positive psychology.

CBT DEFINED: As indicated within the practice name, Cognitive Behavioral Therapy (CBT) and Mindfulness approaches will commonly be recommended and provided to clients of this practice. As defined by the Beck Institute, Cognitive Behavior Therapy is a "time-sensitive, structured, present-oriented psychotherapy directed toward solving current problems and teaching clients skills to modify dysfunctional thinking and behavior. CBT is a psychotherapy that is based on the cognitive model: the way that individuals perceive a situation is more closely connected to their reaction than the situation itself. One important part of CBT is helping clients change their unhelpful thinking and behavior that lead to enduring improvement in their mood and functioning."

MINDFULNESS DEFINED: Mindfulness is defined as maintaining present moment awareness of thoughts, feelings, bodily sensations, and surrounding environment, including senses without judgement. This means, we emphasis paying attention to our experience without believing that there's a "right" or "wrong" way to think or feel in a given moment. When we practice mindfulness, our thoughts tune into what we're experiencing in the present moment rather than focusing on the past or the future.

Though Mindfulness has roots in Buddhism, mindfulness in psychotherapy is a secular in practice. Mindfulness practice entered the American mainstream following the introduction of numerous mindfulness-based interventions which were found to be evidence-based treatments. Since that time, thousands of studies have documented the physical and mental health benefits of mindfulness.

SERVICES NOT PROVIDED: The therapists at the Center for CBT & Mindfulness **DO NOT**, under any circumstances, provide custody or visitation evaluations or recommendations. Further, prescribing and legal advice are **NOT** provided. The aforementioned activities do not fall within our scope of practice.

TREATMENT PLANNING: Within a reasonable period of time, typically three sessions, after the initiation of treatment, your therapist will discuss with you their working understanding of the problem, treatment plan and therapeutic goals. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, your therapist's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. Treatment is collaborative and you're understanding of the processes and recommendations is important. You also have the right to ask about alternative treatments for your condition and their risks and benefits.

TERMINATION: As set forth above, within the initial three sessions, your therapist will assess if she can be of benefit to you. It is best practice to not provide treatment when it's been determined the therapist will not be able to assist or better the client. This determination may be made based on a number of factors, including therapist specialization in problem area and/or ability to provide the most effective, evidence-based treatment. In such a case, your therapist will assist you in obtaining more appropriate treatment.

Further, if at any point during psychotherapy, your therapist either assesses that she is not effective in helping you reach the therapeutic goals or perceived you as non-compliant or non-responsive, she will discuss with you the termination of treatment. In such a case, if appropriate and/or necessary, she will provide referrals that may be of help to you. If authorized in writing, you therapist will talk to the psychotherapist of your choice to assist with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, your therapist may provide referrals, upon request.

You have the right to terminate therapy and communication at any time. If you choose to do so and if appropriate and possible, names of other qualified professionals will be provided, upon request

Ending relationships can be difficult. Therefore, it is important to have at least one termination session. The appropriate length of the termination depends on the length and intensity of the treatment. Your therapist will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, you will be provided with a list of qualified psychotherapists. You may also choose someone on your own or from another referral source.

TREATMENT DROP OUT: It is strongly recommended that you communicate with your therapist if you feel treatment is ineffective and/or you are no longer interested in engaging in services. Should you fail to schedule an appointment or respond to therapist's attempts to follow-up/schedule for four consecutive weeks, unless other arrangements have been made in advance, your therapist will consider the professional relationship discontinued and treatment effectively terminated.

PRIVACY & CONFIDENTIALITY

CONFIDENTIALITY: 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 permitted or required by law.

WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW: Circumstances where disclosure is permitted, required or mandated by law include instances where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's therapist comes upon knowledge that that the client presents a danger to others.

Further, California state law requires therapists to disclose certain instances of sex between minors, as well as some sexual behavior between minors including sexting and/or the exchange of photos or videos of a sexual nature which include minors. Domestic violence incidents between adults and/or adults and minors, in which minors are present and placed in danger, have been harmed and/or may have been harmed may result in a mandated report, as well.

Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by Center for CBT & Mindfulness.

In couple and family therapy, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Your therapist will use clinical judgment when revealing and/or withholding information. The Center for CBT & Mindfulness will not release records to any outside party unless authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client.

MINOR'S RIGHT TO PRIVACY & CONFIDENTIALITY: The Center for CBT & Mindfulness promotes open communication between parents and children. However, there are instances in which adolescents prefer to limit parent communication to/from the therapist. These instances are generally age appropriate and normative. Therefore, when an adolescent 12 years of age or older presents to treatment, it is important that the adolescent, parents and therapist discuss appropriate levels of confidentiality and when disclosure to parents is permitted and appropriate. The therapist will not withhold information related to a minor's safety.

HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. Only the minimum necessary information will be communicated to the carrier. Your therapist has no control over, or knowledge of what insurance companies do

with the information she submits or who has access to this information. Submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality and privacy.

LITIGATION: Sometimes patients become involved in litigation while they are in therapy or after therapy has been completed. Sometimes patients (or the opposing attorney, in a legal case) want the records disclosed to the legal system. Due to the nature of the psychotherapeutic process and the fact that it often involves making a full disclosure with regard to many matters, clients' records are generally confidential and private in nature.

Very serious consequences can result from disclosing therapy records to the legal system. Such disclosures may negatively affect the outcome of custody disputes or other legal matters and may negatively affect the therapeutic relationship. If you or the opposing attorney are considering requesting disclosure of the records, your therapist will review the risks of doing so.

THERAPIST'S CONSULTATION: To ensure quality and efficacious services, the therapists of the Center for CBT & Mindfulness may consult with one another and other mental health colleagues and healthcare professional regarding clients. During these consultations, client's identity remains completely anonymous and confidentiality is maintained, unless otherwise authorized by the client.

USE OF ELECTRONIC COMMUNICATION (INCLUDING E-MAILS, CELL PHONES, TEXTS, COMPUTERS, AND FAX): Emails, texts, and e-fax and other electronic communications are all considered part of the clinical records. Due to the nature of electronic communication, privacy and confidentiality of such communications in therapy may not be guaranteed. Emails, texts, and e-faxes, in particular, are vulnerable to unauthorized access. Your therapist cannot ensure the confidentiality of any form of communication through electronic media, including text messages. If you prefer to communicate via email or text messaging, we ask that you limit it to matters regarding scheduling or cancellation. All other clinical matters may be addressed face to face. If there is a clinical concern that cannot wait until a follow-up session, you may briefly review the concern by phone. Sessions may not take place by phone or video calls, as telehealth services are not currently offered at the Center for CBT & Mindfulness.

The Center for CBT & Mindfulness offers a secure messaging tool available through the utilized electronic medical record system – Simple Practice, which offers a website and app-based client portal. Again, while this electronic communication tool is considered secure, the Center for CBT & Mindfulness cannot guarantee the privacy and confidentiality of information communicated with this tool.

If you communicate confidential or private information via emails, texts, phone messages or fax, your therapist will assume that you have made an informed decision and will view it as your agreement to take the risk that such communication may be intercepted, thus honoring your desire to communicate on such matters.

YOUR HEALTH RECORD & RIGHTS: Unless otherwise agreed to be necessary, the Center for CBT & Mindfulness retains clinical records for the minimum length of time that is mandated by California state law. If you have concerns regarding the treatment records, please discuss them with your therapist. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when your therapist assesses that releasing such information may be harmful.

CRISES & MENTAL HEALTH EMERGENCIES

CRISIS & MENTAL HEALTH EMERGENCY DEFINED: A crisis and/or mental health emergency is a situation in which you or a loved one is no longer safe and may pose harm to oneself or others. This may include thoughts of suicide, a plan for suicide, the intent to carry out a plan with access to means to do so. A crisis may also include thoughts of harming or killing another person. It may also include a manic or psychotic episode, in which an individual has the potential to harm self or others.

RISK ASSESSMENT: If risk factors have been identified, your therapist will regularly assess your safety. This may include asking you if you have experienced thoughts of suicide, if you have a plan to commit suicide and assessing for the means to carry out a plan. It is incredibly important that you're honest during this time, as withholding information could be

detrimental to your well-being. It is important that you disclose access to means (tools you'd utilize to harm yourself) and understand that your therapist will make attempts to limit your access to said means if indicated by her assessment. Additionally, if risk factors for suicide have been identified, your therapist will require a contract for safety and safety plan.

EMERGENCY & CRISIS PROCEDURE: Given the nature of mental health emergencies, the Center for CBT & Mindfulness asks that you access emergency services immediately in the face of a crisis. The Center for CBT & Mindfulness **DOES NOT** offer emergency support, crisis intervention or on-call services. With that, we ask that you **NOT** call your therapist if you're experiencing a mental health emergency. While it is our sincere wish to be available during crises, we ask that you access one of the many effective and reliable 24/7 on-call, emergency crisis services should you be faced with a mental health emergency. These include:

- 1.) San Diego Crisis Line: (888) 724-7240
- 2.) National Suicide Prevention Hotline: (800) 273-8255
- 3.) Local Police/Emergency Response: 911

4.) Psychiatric Emergency Response Team (PERT): The Center for CBT & Mindfulness encourages you to request the Psychiatric Emergency Response Team, known as PERT, when calling 911 during a mental health emergency.

If you are able to do so safely, please go to the nearest hospital's emergency department for mental health evaluation and treatment services. For minors, Rady Children's Hospital Emergency Department is recommended, though not required.

If you foresee concerns regarding the aforementioned practice limitations, or feel you need treatment which provides regular on-call and crisis services, please notify your therapist and she will assist you in identifying appropriate referrals to alternative providers.

FEES & PAYMENT POLICIES

RATES FOR SERVICES:

60-minute initial evaluation: \$175

45-minute session: \$125

60-minute session: \$175

90-minute session: \$300 (office)/\$350 (in-home or community; travel included)

3-Hour Intensives*: \$500 (office)/\$550 (in-home or community; travel included)

*Available for OCD, phobia and anxiety-based exposure treatment only

Telephone calls, school/clinic visits, report and letter writing, collaboration with other professionals including psychiatrists or medical doctors and all other services provided outside of sessions will be charged at the rate of \$175/hour.

NEED-BASED SLIDING FEE SCALE: Sliding fees based on financial necessity are available upon request. Proof of income is required, and the fee will be determined accordingly.

PAYMENTS: It is customary to provide payment for services at the time they are rendered, unless arrangements have otherwise been made. Please notify your therapist if any problems arise regarding your ability to make timely payments over the course of therapy. There is a \$125 fee for returned checks.

INSURANCE REIMBURSEMENT: When using insurance, services will be billed to the insurance company directly. Often, a copay is due at the time of appointment. If direct insurance billing is not being utilized, receipts for services are available, upon request, which you may then submit to your insurance company for possible reimbursement. As was indicated in privacy policy, submitting a mental health invoice for reimbursement carries a certain amount of risk for privacy and

confidentiality. Further, not all issues/conditions/problems which are dealt with in psychotherapy are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. You are financially responsible for services not covered by your insurance.

OVERDUE & UNPAID ACCOUNTS: If your account is overdue or unpaid and there is no written agreement on a payment plan, your therapist will make attempts to collect on the past due balance. A past due balance may also impact the ability to proceed with therapy. Center for CBT & Mindfulness encourages open communication about payment and insurance-related challenges.

SESSION CANCELLATION, RESCHEDULING & NO SHOWS: As previously noted, active participation in treatment is necessary and required. Additionally, since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 notice is required for re-scheduling or canceling an appointment. Unless otherwise specified or determined, all cancellations, re-schedules, or no shows which occur within the 24-hour window carry a fee of \$125 which is the responsibility of the client, as insurance companies do not reimburse for cancelled or missed sessions. Additionally, cancelled sessions are generally not permitted expenses for HSA and FSA plans.

PATIENT FINANCIAL RESPONSIBILITY

You, the patient or patient's guardian, if patient is a minor is ultimately responsible for the payment of their treatment and care. We are pleased to assist you by billing directly with our contracted insurers however, the patient is required to provide us with the most correct and updated information about their insurance. The patient will be responsible for and charges incurred if the insurance information provided is not correct or updated. Patients are fully responsible for the payment of co-pays, co-insurance, deductibles and all other procedures or treatments not covered by their insurance plan. Any payments received may be applied to any unpaid bills for which the patient is liable. Any and all balances are patient responsibility and may be subject to collection efforts after 120 days, as well as credit reporting. Patients may incur, and are responsible for the payment for additional charges associated with services rendered and/or costs associated with collection of payment. These charges may include (but are not limited to: charge for retuned checks, charge for missed appointments without 24-hours advance notice, charge for the copying and distribution of patient medical records, any costs associated with collection of patient balances. Patients agree to not dispute any credit card charges through their bank(s) associated with services rendered at Center for CBT & Mindfulness and their providers. Patients will be responsible for costs and time associated with resolving disputes. Patients agree to provide updated credit card information for cards on file when cards have expired. Any late fee or administrative charges may not be charged to HSA and/or FSA cards/accounts.

OTHER PRACTICE POLICIES & PROCEDURES

LOCATION OF SERVICES RENDERED: The majority of services provided by your therapist will occur within the office, though there may be occasions in which your therapist recommends home or community-based sessions, should she believe this has the ability to be more clinically efficacious than in-office treatment. By agreeing to be seen for treatment outside of a traditional office setting, you're consenting to possible risks and benefits. One risks of out of office treatment includes being seen in public with your therapist by a family member, friend or even an acquaintance and being asked to explain the nature of the relationship (e.g. how the therapist and client know one another). In this scenario, your therapist will make all attempts to not disclose details of who she is, why she is with you and/or the nature of the meeting. Clients shall prepare for how they'd like to respond in these scenarios.

INTERNET SEARCHES & SOCIAL NETWORKING: It is considered unethical for social workers to conduct web search of clients before, during and after therapy, therefore your therapist will not search the internet to obtain information on or about you. If you wish to share information about yourself which is available on the internet, please discuss this with your therapist. Additionally, in an effort to protect privacy, the therapists of Center for CBT & Mindfulness do not accept friend requests from current or former clients on social networking sites, such as Facebook or LinkedIn. Having clients as friends on these sites and/or communicating via such sites compromises privacy and confidentiality of both the client and therapist and alters the therapeutic relationship.

DUAL RELATIONSHIPS: Given the complexities and potential risks, your therapist will make all attempts to avoid dual relationships. The therapists of Center for CBT & Mindfulness will carefully assess before entering into a non-sexual and non-exploitative dual relationship with a client. If during the course of treatment, the therapist and/or client become aware of a possible dual relationship, the same careful assessment will occur. Your therapist requests open and honest dialogue about any identified dual relationships, as well as associated challenges and discomfort. If determined necessary by both the therapist and client, termination of the therapeutic relationship will occur and referrals for alternative providers will be given.

OUTSIDE OFFICE ENCOUNTERS: If you and your therapist unintentionally encounter one another outside of the therapy office, your therapist will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance, and we wish not to jeopardize your privacy. However, if you acknowledge your therapist first, she will be more than happy to exchange pleasantries and speak briefly with you but feel it not appropriate to engage in any lengthy discussions in public or outside of the therapy office. Risks of acknowledging your therapist outside of the office may include being asked to explain to others the nature of the relationship and possible disclosure of your participation in therapy.

AUDIO & VIDEO RECORDING: There may be instances in which your therapist recommends video and/or audio recording of sessions. This may be for clinical purposes, or for professional development purposes. Regardless of the rationale, your consent is required. If you consent, it will be documented separately. Otherwise, there shall be no audio or video recording of therapy sessions, phone calls, or any other services provided.

MEDIATION & ARBITRATION: By signing this contract you are agreeing that 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 pre-condition of, the initiation of arbitration.

AGREEMENT FOR SERVICES: After reading and understanding the information above, please acknowledge your agreement for services and consent to begin treatment. By signing, you consent to participate in psychotherapy treatment at the Center for CBT & Mindfulness.

Notice of Privacy Practices

I. General Information: Information regarding your health care, including payments for health care, is protected by federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPPA), 42 U.S.C. § 1320D et seq., 45 C.F. R. parts 160 & 164, state law, Welfare and Institutions Code (§ 5328, § 5624, § 5606.6, § 4099 et seq, §4070, §18951), and California Penal Code. Under these laws, your therapist may not say to a person outside Center for CBT & Mindfulness, that you attend therapy, nor may your therapist, disclose any information identifying you as a mental health client, or disclose any other protected information except as permitted by federal and state laws. Generally, you must sign a written authorization before your therapist can share information for treatment purposes. For example, your therapist must obtain your written authorization before she can disclose information to another treatment provider who is asking about you. However, state law permits your therapist to use and disclose information without your written permission:

- 1. Pursuant to an agreement with a business associate;
- 2. For research, audits or evaluations
- 3. To third party payors, other persons, or organizations to process insurance claims.
- 4. To report a crime committed on Center for CBT & Mindfulness premises or against your therapist.
- 5. To medical personnel in a medical emergency
- 6. To appropriate authorities to report suspected child abuse and neglect
- 7. To government law enforcement, Youth Authority and Adult Correctional Agency, and courts for the administration of justice;
- 8. To a protection and advocacy agency to protect rights of certain individuals;

9. To report an injury caused by (1) assault or abusive conduct; (2) neglect or abuse; (3) sexual assault; (4) burn or smoke inhalation injuries; (5) elder or dependent abuse; (6) and for purposes of disease management (California civil code Division 1, Part 2.6);

10. To designated emergency response employees regarding possible exposure to HIV or AIDS (P.O> 101-381;42 U.S.C. Sec.201);

11. Basic demographic information only to a disaster relief organization for response to disaster welfare inquires.

For example, your therapist can disclose information without your authorization to obtain financial services or to paramedics in case you need emergency medical care. Before your therapist can use or disclose any information about your health in a manner that is not described above, she must first obtain your specific written authorization allowing her to make the disclosure. You may revoke any such written authorization in writing.

II. Your Rights Under HIPAA you have the right to request restrictions on certain uses and disclosures of your health information. Your therapist is not required to agree to any restrictions you request, but if she does agree, then it is bound by the agreement and may not use or disclose any information which you have restricted except as necessary in a medical emergency. You have the right to request that she communicate with you by alternative means. Your therapist will accommodate such requests that are reasonable and will not request an explanation from you. Under HIPAA, you also have the right to inspect and ask for a copy of your health information maintained by your therapist, unless that information contains psychotherapy notes or information compiled for use in a civil, criminal, or administrative proceeding or in other limited circumstances. Under California law, we must notify you if anyone requested and at your request give you the option to also receive copies of the information. Under HIPAA you also have the right, with some exceptions, to amend health care information maintained in your therapist's records, and to request and receive an accounting of disclosures of your health related information made by your therapist during the six years prior to your request. You also have the right to receive a paper copy of this notice.

III. Center for CBT & Mindfulness Duties: Your therapist is required by law to maintain the privacy of your health information and to provide you with notice of her legal duties and privacy practices with respect to your health information. Your therapist is required by law to abide by the terms of this notice. Your therapist reserves the right to change the terms of this notice and to make new notice provisions effective for all protected health information is maintains. You have a right to receive a paper copy of this new notice.

IV. Complaints and Reporting Violations: You may complain to the Secretary of the United States Department of Health and Human Services if you believe that your privacy rights have been violated.