

Office Policies and General Information Agreement To Provide Mental Health Services

Advances and Breakthroughs In Mental Health and its employees provide administrative support such as referrals, client and insurance billing, office space, clerical services, and voice messaging to the professional staff. Advances and Breakthroughs In Mental Health employees do not engage in professional mental health practice. Each physician, nurse or therapist is an independent individual performing their professional service in a private practice as governed and licensed by the State of California.

CONFIDENTIALITY

All written or spoken material from any and all sessions, including psychological testing, will be considered confidential unless:

1. the patient authorizes release of information with his / her signature.
2. the patient presents a physical danger to self.
3. the patient presents a danger to others.
4. child / elder abuse / neglect are suspected.

In the latter two cases, we are required by law to inform potential victims and legal authorities so that protective measures can be taken.

It is understood that cases are sometimes discussed among professionals for educational, consultation and / or research purposes. In addition, in couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members.

Health Insurance: Disclosure of confidential information may be required by your health insurance carrier or HMOs, PPOs, MCOs, or EAPs in order to process the claims. This office or your therapist has no control or knowledge over what insurance companies do with the information submitted or who has access to this information.

Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to matters which may be of a confidential nature, **it is agreed that should there be legal proceedings (such as, but not limited to, divorce and custody disputes, injuries, lawsuits, etc....), neither you (client's) nor your attorney's, nor anyone else acting on your behalf will call on your therapist or agents of this office to testify in court or at any other proceedings, nor will a disclosure of the psychotherapy records be requested.**

MEDIATION AND ARBITRATION

All disputes arising out of or in relation to this agreement to provide psychological/psychiatric/mental health services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement between you and your therapist. The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement shall be submitted to and settled by binding arbitration in Orange or Los Angeles Counties 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, your therapist and Advances and Breakthroughs In Mental Health can use legal means (court, collection agency, etc....) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorney fees. In the case of arbitration, that sum will be determined by the arbitrator.

CONSENT FOR TREATMENT

I authorize and request that my therapist(s) at Advances and Breakthroughs In Mental Health carry out psychological examinations, treatments, and / or diagnostic procedures which now or during the course of my care as a patient are advisable.

I understand that the purpose of these procedures will be explained to me upon my request and subject to my agreement. I also understand that while the course of therapy is designed to be helpful, it may at times be difficult and uncomfortable.

TERMINATION

If at any point your therapist determines that he / she is not able to provide the exact services you require, he / she will discuss this with you and, if appropriate, will terminate treatment. In such a case, you will receive a number of referrals which may be of help to you. If you request and authorize in writing, your therapist will talk to the provider of your choice in order to help with the transition. If at any time you want another professional's opinion or want to consult with another therapist, your therapist will assist you in finding someone qualified, and if he / she has your written consent, will provide him / her with the essential information. You have the right to terminate therapy at any time.

If you choose to do so, your therapist will provide you with names of other professionals whose services you might prefer.

DUAL RELATIONSHIPS

Therapy never involves sexual or business relationships nor does it involve any other dual relationship that impairs your therapist's objectivity, clinical judgement, therapeutic effectiveness or can be exploitive in nature.

RELEASE OF INFORMATION

I authorize the release of information for claims, certification / case management, and other purposes related to the benefits of my Health Plan.

NOTICE OF PRIVACY PRACTICES

A notice of privacy practices in compliance with the Health Insurance Portability and Accountability Act (HIPAA), describing how information about you may be used and disclosed and how you can get access to this information is provided to you. Please review it carefully. I have received the Notice of Privacy Practices. I have been provided an opportunity to review it.

I understand and agree to all of the above information.

PRINTED Patient (or Parent / Guardian) Name

SIGNATURE Patient (or Parent / Guardian)

Date