

## OFFICE POLICIES AND GENERAL INFORMATION

### Office Policies and General Information Agreement to Provide Mental Services

Diligence Care Plus and its employees provide administrative support such as referral, client and insurance billing, office space, clerical services, and voice messaging to the professional staff. Diligence Care Plus employees are in the business of professional mental and medical 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 all sessions, including psychological testing, will be considered confidential unless:

1. The patient authorizes release of information with his or 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 2 cases, we are required by the 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 as seen individually, confidentiality and privilege do not apply between the couple or among family members.

**Health Insurance:** disclosure or 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 provider 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 the 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 dispute, injuries, lawsuit, etc.), need a you (client's) nor your attorneys, Nor anyone else acting on your behalf would call on your provider or agent of this office to testify in court or at any other proceedings, nor will a disclosure of this psychotherapy or medical record be requested.

#### **MEDIATION AND ARBITRATION**

All disputes arising out of or in relation to this agreement to provide psychological or psychiatric or mental health services our medical 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 between you and your provider. The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that the mediation is unsuccessful, any unresolved controversy related to this agreement shall be submitted to and settled by binding arbitration in San Bernardino County in accordance with the rules of American Arbitration Association which are in effect at the time



arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there are no agreement on a payment plan, your provider and diligence care plus can use legal means (court, collection agency, etc.) To obtain payment. The prevailing party in the arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the sum will be determined by the arbitrator.