

# Healing Heart Center

## OFFICE POLICIES & GENERAL INFORMATION AGREEMENT FOR PSYCHOTHERAPY SERVICES

**Sage de Beixedon Breslin, Ph.D.**

**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 (client's) written permission, except where disclosure is required by law.

**When Disclosure Is Required By Law:** Some of the circumstances where disclosure is required by the law are: 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.

**When Disclosure May Be Required:** Disclosure may be required pursuant to a legal proceeding. 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 Dr. Breslin. 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. Dr. Breslin will use her clinical judgment when revealing such information. Dr. Breslin will not release records to any outside party unless she is authorized to do so by all adult family members who were part of the treatment.

**Emergencies:** If there is an emergency during our work together, or in the future after termination during which Dr. Breslin becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she will do whatever she can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, she may also contact the person whose name you have provided as an Emergency Contact on the biographical sheet.

**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. If you instruct Dr. Breslin only the minimum necessary information will be communicated to the carrier. Dr. Breslin has no control or knowledge over what insurance companies do with the information she submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance. The risk stems from the fact that mental health information is entered into big insurance companies' computers and soon will also be reported to, congress approved, National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank data base is always in question as computers are inherently vulnerable to break in's and unauthorized access. Medical data has been reported to be sold, stolen or accessed by enforcement agencies, which put you in a vulnerable position. Carefully consider whether or not you want to utilize insurance benefits for this intimate work.

**Confidentiality of E-Mail communication:** It is important to be aware that e-mail communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Please do not use e-mail for emergencies. While I check my phone messages frequently during the day when I am in town I may not check my e-mails daily.

**Litigation Limitation:** Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many 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

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Dr. Breslin to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

**Consultation:** Dr. Breslin consults regularly with other professionals regarding her clients; however, client's name or other identifying information is never mentioned. The client's identity remains completely anonymous, and confidentiality is fully maintained.

**Your Right to Review Records:** Both law and the standards of my profession require that I keep appropriate treatment records. 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 Dr. Breslin assesses that releasing such information might be harmful in any way. In such a case, Dr. Breslin will provide the records to an appropriate and legitimate mental health professional of your choice.

\* Considering all of the above exclusions, if it is still appropriate, upon your request, Dr. Breslin will release information to any agency/person you specify unless Dr. Breslin assesses that releasing such information might be harmful in any way.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact Dr. Breslin between sessions, please leave a message on the answering service 858-481-8810 and your call will be returned as soon as possible. Dr. Breslin checks her messages a few times a day, unless she is out of town. When in town, she can also be reached by pager: 858-220-6960. If you do not hear back from her within an hour, please leave a message on the answering service (sometimes pagers fail). If an emergency situation arises, please indicate it clearly in your message. If you need to talk to someone right away, you can call the clinician on-call for Dr. Breslin or the Police (911).

**PAYMENTS & INSURANCE REIMBURSEMENT:** Clients are expected to pay the standard fee of \$140.00 per 45-minute session at the end of each unless other arrangements have been made. Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed otherwise. Please notify Dr. Breslin if any problem arises during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance company, unless contracted to do so. Unless agreed upon differently, Dr. Breslin will provide you with a copy of your receipt on a monthly basis, which you can then submit to your insurance company for reimbursement if you so choose. As was indicated in the section *Health Insurance & confidentiality of records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are the focus of psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

**MEDIATION & ARBITRATION:** It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

Any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in San Diego County, CA. It is also agreed that each party will bear their own costs and legal fees in such proceedings.

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Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Dr. Breslin 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 attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

**THE PROCESS OF THERAPY/EVALUATION:** 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. Dr. Breslin will ask 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... Dr. Breslin may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations which can 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, Dr. Breslin is likely to draw on various psychological approaches according, in part, to the problem that is being treated and her assessment of what will best benefit you. These approaches include behavioral, cognitive-behavioral, psychodynamic, existential, system/family, developmental (adult, child, family), or psycho-educational.

**Discussion of Treatment Plan:** Within a reasonable period of time after the initiation of treatment, Dr. Breslin will discuss with you (client) her working understanding of the problem, treatment plan, therapeutic objectives and her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, Dr. Breslin's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that Dr. Breslin does not provide, she has an ethical obligation to assist you in obtaining those treatments.

**Termination:** As set forth above, after the first couple of meetings, Dr. Breslin will assess if she can be of benefit to you. Dr. Breslin does not accept clients who, in her opinion, she cannot help. In such a case, she will give you a number of referrals that you can contact. If at any point during psychotherapy Dr. Breslin assesses that she is not effective in helping you reach the therapeutic goals she is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, she would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, Dr. Breslin will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, Dr. Breslin will assist you in finding someone qualified, and if she has your written consent, she will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, Dr. Breslin will offer to provide you with names of other qualified professionals whose services you might prefer.

**Dual Relationships:** Not all dual relationships are unethical or avoidable. Some non-sexual dual relationships are unavoidable and some can be clinically beneficial. Therapy never involves sexual or any other dual relationship that impairs Dr. Breslin's objectivity, clinical judgment and therapeutic

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effectiveness or can be exploitative in nature. Dr. Breslin will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients, discusses with her clients the potential benefits and difficulties that may be involved in relationships and will discontinue the dual relationship if she finds it interfering with the effectiveness of the therapeutic process.

**CANCELLATION:** Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, a \$175 fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

**FAILURE TO APPEAR FOR APPOINTMENT:** In the event that you choose not to keep your appointment time, and do not call to notify Dr. Breslin, you will be charged for the time that was held for you. A fee of \$175 will be due and payable prior to the next appointment. Should you fail to appear for your appointment on more than one occasion, Dr. Breslin will ask that you place a credit card on your account with permission to charge the account for any missed appointments or late cancellations.

**OFFICE REFRESHMENTS:** We attempt to provide some form of refreshment in the office, ranging from water, tea, hot chocolate, and coffee to trail mix bars, pretzels and chips. We ask that if you have food allergies, do not consume items which may trigger an allergic response. In the event that you do react to an allergen, Dr. Breslin will seek immediate medical assistance for you.

**I have read the above Agreement and Office Policies and General Information carefully, I understand them and agree to comply with them:**

**NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE THE MEDIATION AND ARBITRATION SECTION OF THIS CONTRACT.**

_____	_____	_____
Client name (print)	Date	Signature
_____	_____	_____
Client name (print)	Date	Signature
_____	_____	_____
Dr. Breslin, Ph. D	Date	Signature

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