



Nogales Psychological Counseling

NEW PATIENT HANDBOOK

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Welcome

NOGALES PSYCHOLOGICAL COUNSELING

Nogales Psychological Counseling, Inc. was founded in 1986 by Psychologist Dr. Ana Nogales in Los Angeles and Orange Counties. Our bilingual, bicultural professional mental health therapists are deeply committed to our patients, helping them improve interpersonal relationships, emotional health, work trauma resiliency, and thrive in the complex multi-cultural environment in which they live.

NOGALES PSYCHOLOGICAL SERVICES

Nogales Psychological Counseling, Inc. provides medical-legal evaluations and treatment for civil, workers compensation, immigration, personal injury, social security cases, as well as gender reassignment requirements.

NOGALES PSYCH | LOCATIONS

SANTA ANA

1650 E. 4th St., Suite 101
Santa Ana, CA 92701
(714) 525-8509



FULLERTON

508 W Commonwealth Ave.
Fullerton, CA 92832
(714) 525-8509

LOS ANGELES

3350 Wilshire Blvd., Suite 670
Los Angeles, CA 90010
(213) 384-7660



TELEHEALTH

During the global pandemic, Nogales Psychological is exclusively offering telehealth counseling services.

NOGALES PSYCH | YOUR CARE

At Nogales Psychological, we pride ourselves in being a team of professionals working to ensure you quality services.

Evaluations

A psychological evaluation involves a series of steps. Your evaluation will most likely include an appointment with a historian, psychological assessments, and a clinical interview. Depending on your case, the evaluating psychologist will recommend further treatment in the form of therapy.

Historian

When making your appointment, the front office will send you a questionnaire to complete. You need to complete the questionnaire in detail and to the best of your ability. A historian will go over your questionnaire with you to ensure the accuracy and detail of your questionnaire. The historian will guide you to the next part of your appointment.

Psychological Testing

In many ways, psychological testing and assessment are similar to medical testing. If you were seeing a doctor for physical symptoms, your doctor might order blood tests or X-rays to understand what is causing the symptoms. Psychologists' evaluations use psychological testing for the same purpose, used to measure and observe behavior to diagnose and develop a treatment plan. Psychological assessments include numerous components and can consist of yes or no questions, Likert scale questions, surveys, and more. It is crucial to note that psychological testing can take anywhere from 15 minutes to hours, depending on your specific evaluation purpose, reading comprehension, and ability to complete forms.

Clinical Interview

During your clinical interview, the evaluating psychologist has a personal exchange with you, reviewing the completed questionnaire, psychological testing, medical records submitted, and additional supporting documentation. The evaluating psychologist will discuss with you further clarifications and histories to develop a diagnosis and, if appropriate, a treatment plan.

Treatment

Depending on the purpose of your visit and the evaluation outcomes, therapy may be recommended. Please reference the "Therapy" section for more information

Your Completed Evaluation

Your completed psychological evaluation will be sent to authorized recipients, usually including the insurance company (in cases of workers compensation, social security), attorney (in cases workers compensation, civil suit, personal injury, immigration, and social security), primary treating physician, defense attorney and workers compensation appeals board (in cases of workers compensation). If you would like a copy of your psychological report, you will need an appointment with an evaluating psychologist's appointment.



Therapeutic Treatment

Creating a Mental Health Partnership

As a patient, you should expect to receive benefits from psychotherapy; however, there is no guarantee these benefits will occur. Unlike a visit to the medical doctor, psychotherapy calls for an active effort on your part. Consistent attendance and working on topics spoken about in sessions at home will provide you with the maximum benefits possible.

Therapy often involves discussing unpleasant aspects of your life; therefore, you may experience uncomfortable feelings such as sadness, guilt, anger, frustration, loneliness, and helplessness. If these emotions should occur, remember that psychotherapy has been shown to benefit people who complete it, and be sure to speak with your therapist about it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in distress feelings. Due to the varying nature and severity of questions and each client's individuality, it is not possible to predict or guarantee a specific outcome or result of therapy.

Types of Visits

Individual Counseling
Group Counseling
Family Counseling
Marriage/Couples Counseling

Contacting your Therapist

Should you need to reschedule or cancel an appointment, you may call (714) 525-8509 or (213) 384-7660. In case of a crisis please call our offices, and you will either be connected to your therapist or another on-call clinician.

Termination of Therapy and Duty of Care

Please let your therapist or administration know if you choose to terminate therapy. You are free to terminate whenever you like, however, it will be most beneficial to you and your therapist to have a chance to review your goals and progress together. If you miss more than three scheduled sessions in a row without contact, or if you fail to schedule an appointment for a period of four weeks, it will be assumed that you have either terminated or taken a break from therapy. In this case, the duty of care responsibilities inherent in the therapist-client relationship will no longer be in effect, and will resume should you decide to return to therapy. You are welcome to return to therapy at any time in the future when it fits your needs or situation.

Termination of Care and Medical-Legal Cases

It is important to know that termination of care may have an effect on your medical-legal case. If you wish to terminate care, it is important to have an appointment with the evaluating psychologist, as you may need a narrative report released to participating parties in the legal cases stating that you have reached a permanent and stationary state, or that you may need further treatment. You may contact our offices to ensure you have an exit interview with the evaluating psychologist.

As a patient, you have the right to:

- Exercise the following rights without regard to gender, sexual orientation, or cultural, economic, educational, or religious background.
- Receive information about Nogales Psychological Counseling, its services, and mental health providers.
- Be treated with professionalism, respect, courtesy, and dignity.
- Have all matters considered with privacy and confidentiality.
- Participate in decisions about your mental health care and treatments, as well as receive adequate information about your diagnosis and proposed treatment plan from your mental health provider.
- Have the psychotherapist whom you visit focus his or her best efforts on your behalf in order to give treatment based on the information available at the time of the visit.
- Voice complaints or appeals about Nogales Psychological Counseling or the mental healthcare provided.
- Know that Nogales Psychological Counseling specifically does not reward practitioners or other individuals conducting utilization review for issuing denials of coverage, service or decisions that result in under-utilization.
- Be represented by parents, guardians, designated family members or other conservators for those who are unable to fully participate in their treatment decisions.



As a patient, you have the responsibility to:

- Provide your mental health provider with complete and accurate information.
- Actively participate in psychotherapy treatment to receive the best results from treatment.
- Know the benefits, limitations and exclusions of your insurance coverage.
- Pay for services rendered, including co-payments and deductibles.
- Give adequate notice of delay or cancellation of scheduled appointments.
- Know how to access services for routine, urgent, and emergency situations.

The Process of Therapy and 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. Your clinician 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. Your clinician 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. The 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.

Scope of Practice

During the course of therapy, your clinician is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his/her assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational.

NOGALES PSYCH | OFFICE POLICIES

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 required by law.

WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW:

Some of the circumstances where disclosure is required or may be required by 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; or when a client's family members communicate to Nogales Psychological Counseling that the client presents a danger to others.

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 Nogales Psychological Counseling.

In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Nogales Psychological Counseling's clinical teams will use their clinical judgment when revealing such information.

Nogales Psychological Counseling 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 unless required by law. While Nogales Psychological Counseling will attempt to seek your authorization to release the requested information regarding psychotherapy from you first, in some situations a judge can order the release of the records of your psychotherapy with Nogales Psychological Counseling or may order a representative of Nogales Psychological Counseling to testify in regard to our therapeutic work.

EMERGENCY: If there is an emergency during therapy, or in the future after termination, where a representative of Nogales Psychological Counseling becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, s/he will do whatever s/he 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, a representative may also contact the person whose name you have provided on this packet.

HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS:

Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP or program pay source in order to process the claims. If you so instruct Nogales Psychological Counseling, only the minimum necessary information will be communicated to the carrier. Nogales Psychological Counseling has no control over, or knowledge of, what insurance companies do with the information submitted, 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 or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and may be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

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. Patients should know that 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 Nogales Psychological Counseling's disclosure of the records, your clinician, or a clinical representative of Nogales Psychological Counseling will do his/her best to discuss with you the risks and benefits of doing so. As noted in this document, you have the right to review your own psychotherapy records anytime. (See the relevant section above: "WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW")

CONSULTATION: Nogales Psychological Counseling's clinicians consult regularly with other professionals within Nogales Psychological Counseling regarding clients. Should clinical consultation be required outside of the organization, each client's identity remains completely anonymous and confidentiality is fully maintained.



NOGALES PSYCH | OFFICE POLICIES

E-MAILS, CELL PHONES, TEXTS, COMPUTERS, AND FAXES: Computers and unencrypted e-mail, texts, and e-faxes communication can be relatively easily accessed by unauthorized people and therefore can compromise the privacy and confidentiality of the information used in such communications. Servers and telecommunication companies often have direct and unlimited access to all the information contained in the e-mails, texts and e-faxes that use their services. To protect the confidential information of clients, Nogales Psychological Counseling's programs are HIPAA compliant. When you communicate with Nogales Psychological Counseling using unencrypted e-mail, texts or e-fax or via phone messages, you assume the responsibility of the risk that your information and identity may be intercepted. If you choose to communicate with Nogales Psychological Counseling using e-mail or SMS/text messaging, you are advised to use personal email and SMS/MMS addresses rather than those associated with your work accounts. Please do not use texts, e-mail, voice mail, or faxes for emergencies as they will not be accessed in a timely manner.

RECORDS AND YOUR RIGHT TO REVIEW THEM: Both the law and the standards of Nogales Psychological Counseling's profession require that records be kept for at least 7 years. Please note that clinically relevant information from emails, texts, and faxes are part of the clinical records. Unless otherwise agreed to be necessary, Nogales Psychological Counseling retains clinical records only as long as is mandated by California state law. If you have concerns regarding the treatment records, please discuss them with a representative of Nogales Psychological Counseling. 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 Nogales Psychological Counseling assesses that releasing such information might be harmful in any way. In such a case, Nogales Psychological Counseling 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, and upon your request, Nogales Psychological Counseling's will release information to any agency/person you specify unless Nogales Psychological Counseling assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of the couple and family therapy, Nogales Psychological Counseling will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

TELEPHONE & EMERGENCY PROCEDURES: In case of an emergency, call 911. If you need to contact your clinician in between sessions, please call (213) 384-7660 or (714)525-8509. Please do not use email or faxes for emergencies.

PAYMENTS & INSURANCE REIMBURSEMENT: Should you be enrolled in a pay for service program, clients are expected to pay the standard fee listed on this packet per session. Telephone conversations, site visits, writing and reading of reports, consultation with other professionals, the release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate unless indicated and agreed upon otherwise. Please notify Nogales Psychological Counseling if any problems arise during the course of therapy regarding your ability to make timely payments.

Clients who have tertiary pay sources should remember that professional services are rendered and charged to the clients and not to the insurance companies. Unless agreed upon differently, Nogales Psychological Counseling will provide you with a copy of your receipt, 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 dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Nogales Psychological Counseling can use legal or other means (courts, collection agencies, etc.) to obtain payment.

Payment Obligations for Medical-Legal Services

Nogales Psychological Counseling often works on a lien basis. Should you decide to not move forward with your case, you are responsible for payment.

SOCIAL MEDIA POLICY

Nogales Psychological Counseling takes issues of confidentiality and privacy, as well as healthy boundaries relating to the therapeutic relationship, very seriously. In order to protect the right of client and therapist for privacy, in order to safeguard the confidentiality of information shared between them, and in order to avoid confusion and maintain clear boundaries between client and therapist, Nogales Psychological Counseling representatives do not engage with clients in any way on social networking sites. For example, friend requests on Facebook will be denied and any communication on social platforms such as Messenger will be ignored.

Nogales Psychological Counseling has active Facebook, Instagram, LinkedIn, Twitter accounts as part of professional practice, which aims to share updates and blog posts. Clients are not expected to follow these accounts.

Clients should avoid connecting via social media to communicate matters related to your care. All matters regarding your care should be communicated by phone.



NOGALES PSYCH | OFFICE POLICIES

Session Length & Cancellation Policy

A one-hour psychotherapy session can take around 45 minutes. Your therapist has made room for you in his/her schedule; therefore at least a 24-hour notification is needed to cancel your appointment.

No Shows

If the office is not notified about the cancellation of the appointment with at least 24-hour notice, the missed appointment will be considered a no show. At the third no show, services will be suspended. In order to re-enroll in services, you will need to sign a reinstatement letter.

Services Not Provided

It is important to note that neither Nogales Psychological Counseling nor its representatives provide custody evaluation recommendations or legal advice, as these activities do not fall within the scope of Nogales Psychological Counseling practice.

Dual Relationships

Therapy never involves sexual or any other dual relationship that impairs your objectivity, clinical judgment or can be exploitative in nature.

Payment for Services

Nogales Psychological Counseling is committed to assisting you in qualifying for partnering programs, which requires your assistance and cooperation. You may be asked to sign additional forms, along with obtaining copies of legal reports in order for you to qualify. It is important to note that it is possible to become ineligible for benefits. Some reasons you may be disqualified from the program are because:

You no longer wish to pursue your legal case.

In the event that any of these occur, please notify your therapist, as you may be responsible for all charges due relating to your services. Please contact your case manager should you have any questions or concerns.

Complaints

The Board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice of (marriage and family therapists, licensed educational psychologists, clinical social workers, or professional clinical counselors). You may contact the board online at www.bbs.ca.gov, or by calling (916) 574-7830.



Consent to Treatment

I hereby agree to give consent for treatment to my assigned clinician and affiliated clinicians with Nogales Psychological Counseling. 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. However, disclosure is required by law in the following circumstances:

Physical abuse, sexual abuse and/or neglect of minor(s), elders and/or dependents
When a client presents a danger to self, to others, or to property, or is gravely disabled
When a family member communicates that the patient presents a danger to others
A situation where a minor could be in danger
Disclosure may also be required pursuant to a legal proceeding by or against you

No disclosures will be made without your or your legal guardian's written permission. It is important to note that at Nogales Psychological Counseling, we are unable to provide services to those who are in need of inpatient services, as well as those who have long-term disorders and alcohol/addiction issues. Should your therapist determine that he/she is unable to continue services, he/she will refer you to an appropriate service provider in order for you to receive the appropriate services for your needs.

Parents of Minors in Therapy

Upon enrollment of services for your minor at Nogales Psychological Counseling, you consent to give up access to records of their services with Nogales Psychological Counseling. Instead, general information about their treatment will be communicated upon request.

If appropriate, your child(ren)s clinician may contact you to be involved in treatment if your clinician feels that there is a high risk that you will seriously harm yourself or another/others.

Consent for Treatment of Minors

I hereby give consent to Nogales Psychological Counseling's clinicians to conduct psychotherapy with the child named in this packet. I confirm that I am the parent/guardian to the child named in this packet. I consent that all material discussed during the psychotherapy sessions is confidential and can be released only with the permission of the minor in therapy. I understand special sensitivity may be required in releasing information about certain topics such as drugs and sex. I will accept Nogales Psychological Counseling's judgment in regard to releasing or sharing information obtained during the course of psychotherapy with the minor that may endanger or jeopardize the client's wellbeing.

Group Therapy

In group therapy, it is of utmost important that all members maintain confidentiality and neither disclose the content of sessions nor the identity of fellow group members. It is highly recommended that any meaningful exchange outside the group also be discussed in the group. In group therapy, the other members of the group are not therapists.

They are not regulated by the same ethics and laws that bind your therapist. The limits of confidentiality and the reporting laws have been outlined earlier in this document. While the expectation is that all group members will maintain confidentiality regarding anything said in the group, you cannot be certain that they will. You are ultimately responsible for what you say and what you think, feel, or do with the feedback you receive in the group.

Assignment of Benefits Agreement

I hereby assign my insurance benefits to be made directly to Nogales Psychological Counseling for services rendered. I hereby attest that the information provided is accurate and I am an eligible member and understand that I am responsible for knowing my benefits/coverage. I will be financially responsible for all charges that are not covered by my pay source listed above. I hereby authorize the release of all information to other the pay source listed above, as well as affiliated entities, on request for the purpose of payment of the services provided, and further treatment of care by another physician. By providing my email address, I am electing to receive email communication from Nogales Psychological Counseling. I further agree that a photocopy of this agreement shall be as valid as the original. Payment is due at the time services are rendered. All charges are the direct responsibility of the client. If Nogales Psychological Counseling has problem collecting payment from you, attorney fees, collection agency costs and related fees will be added to your bill.



Provider-Patient Arbitration Agreement

Article 1: Agreement to Arbitrate: 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 incompletely rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceeding. Both parties to this contract, by entering into it, are giving up their constitutional rights to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

Article 2: All Claims Must be Arbitrated: It is the intention of the parties that this agreement bind all parties whose claims may arise out of or relate to treatment or service provided by the physician including any spouse or heirs of the patient and any children, whether born or unborn, at the time of the occurrence, giving rise to any claim. In the case of any pregnant mother, the term "patient" herein shall mean both the mother and the mother's expected child or children.

All claims for monetary damages exceeding the jurisdictional limit of the small claims court against the physician, and the physicians partner, associates, association, corporation or partnership, and the employees, agents and estates of any of them, must be arbitrated including, without limitation, claims for loss of consortium, wrongful death, emotional distress or punitive damages. Filing of any action in any court by the physician to collect any fee from the patient shall not waive the right to compel arbitration of any malpractice claim.

Article 3: Procedures and Applicable Law: A demand for arbitration must be communicated in writing to all parties. Each party shall select an arbitrator (party arbitrator) within thirty days and a third arbitrator (neutral arbitrator) shall be selected by the arbitrators appointed by the parties within thirty days of a demand for a neutral arbitrator by either party.

Each party to the arbitration shall pay such party's pro rata share of the expenses and fees of the neutral arbitrator; together with other expenses of the arbitration incurred or approved by the neutral arbitrator, not including counsel fees or witness fees, or other expenses incurred by a party for such party's own benefit. The parties agree that the arbitrators have the immunity of a judicial officer from civil liability when acting in the capacity of arbitrator under this contract. This immunity shall supplement, not supplant, any other applicable statutory or common law.

Either party shall have the absolute right to arbitrate separately the issues of liability and damages upon written request to the neutral arbitrator. The parties consent to the intervention and joinder in this arbitration of any person or entity which would otherwise be a proper additional party in a court action, and upon such intervention and joinder any existing court action against such additional person or entity shall be stayed pending arbitration.

The parties agree that provisions of California law applicable to health care providers shall apply to disputes within this arbitration agreement, including, but not limited to, Code of Civil Procedure Sections 340.5 and 667.7 and Civil Code Sections 3333.1 and 3333.2. Any party may bring before the arbitrators a motion for summary judgment or summary adjudication in accordance with the Code of Civil Procedure. Discovery shall be conducted pursuant to Code of Civil Procedure Section 1283.05, however, depositions may be taken without prior approval of the neutral arbitrator.

Article 4: General Provisions: All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding. A claim shall be waived and forever barred if (1) on the date notice thereof is received, the claim, if asserted in a civil action, would be barred by the applicable California statute of limitations or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence. With respect to any matter not herein expressly provided for, the arbitrators shall be governed by the California Code of Civil Procedure provisions relating to arbitration.

Article 5: Revocation: This agreement may be revoked by written notice delivered to physician within 30 days of signature. It is the intent of this agreement to apply to all medical services rendered any time for any condition.

Article 6: Retroactive Effect: If patient intends this agreement to cover services rendered before the date it is signed (including, but not limited to, emergency treatment) patient should initial below:

The agreement is effective on date of first services. If any provision of this arbitration agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other person.

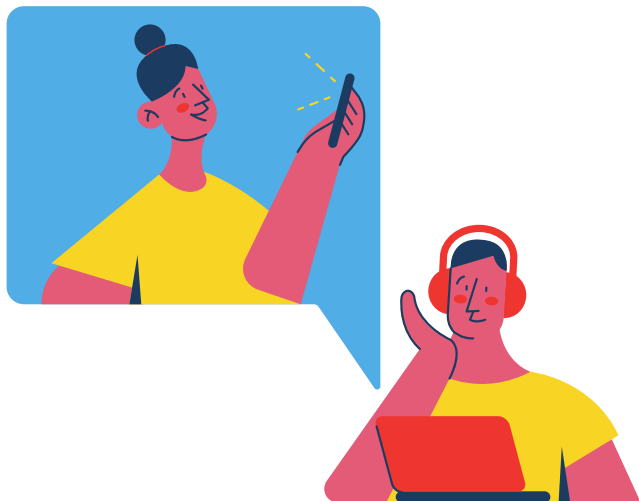


Minors in Therapy

If you are under eighteen years of age, please be aware that the law may give your parents or guardians the right to obtain information about your treatment and/or examine your treatment records. It is Nogales Psychological Counseling's policy to request a written agreement from your parents or guardians indicating that they consent to give up access to such information and/or, to your records.

If they agree, Nogales Psychological Counseling will provide them only with general information about our work together with subject to your approval, or, if Nogales Psychological Counseling feels it is important for them to know in order to make sure that you and people around you are safe.

If Nogales Psychological Counseling thinks it is appropriate, Nogales Psychological Counseling will involve them if Nogales Psychological Counseling feels that there is a high risk that you will seriously harm yourself or another/others. Before giving them any verbal or written information, Nogales Psychological Counseling will discuss the matter with you, if possible. Nogales Psychological Counseling will do it's best to resolve any differences that you may have about what I am prepared to discuss.



Telehealth Therapy

Consulting with clients over the phone or via text or email rather than in person (face-to-face) in the office brings additional complexities and potential disadvantages to the therapeutic process. When appropriate, Nogales Psychological Counseling may recommend that the client/s first choice is to find a local therapist with whom the client/s can meet face to face.

The patient, or guardian, hereby consents to engage in Telehealth visits with a Nogales Psychological Counseling therapist. In telehealth therapy, your clinician will always begin the sessions by confirming your current location.

Usage: Telehealth allows you to talk to your provider by phone, computer, or tablet. At times, you use video so you and your provider can see each other. I understand that I am responsible for (1) providing the necessary computer, telecommunications equipment, and internet access for my teletherapy sessions, (2) the information security on my computer, and (3) arranging a location with sufficient lighting and privacy that is free from distractions or intrusions for my teletherapy/Video therapy session.

Benefits: Telehealth allows you to not go to a clinic or hospital to see your provider, you won't risk getting sick from other people.

Considerations: You and your provider won't be in the same room, so it may feel different than an office visit. Treating clients exclusively via phone consultations or emails may put therapists at a disadvantage because they cannot detect nonverbal cues, may not be able to accurately diagnose, may not always be aware of the resources available locally, and may not be able to intervene as effectively as necessary in emergency situations. Acute crises and severe psychological disturbances, such as schizophrenia, dissociation, bipolar, or some types of personality disorders may not be effectively handled exclusively via phone, email, or other web-based communications.

Privacy:

1. We will not record visits with your provider. If people are close to you, they may hear something you did not want them to know. You should be in a private place, so other people cannot hear you.
2. Your provider will tell you if someone else from their office can hear or see you.
3. We use telehealth technology that is designed to protect your privacy.
4. If you use the Internet for telehealth, use a network that is private and secure.
5. There is a very small chance that someone could use technology to hear or see your telehealth visit.
6. I understand that while email may be used to communicate with my therapist/psychologist, the confidentiality of emails cannot be guaranteed.

Rights: I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment. The laws that protect the confidentiality of my medical information also apply to teletherapy.

HIPAA Notice of Privacy Practices

This notice describes how medical information about you, the patient, may be used and disclosed and how you can get access to this information. Please review carefully.

This Notice of Privacy Practices describes how we may use and disclose your protected health information (PHI) to carry out treatment, payment or health care operations (TPO) and for other purposes that are permitted or required by law. It also describes your rights to access and control your protected health information. "Protected health information" is information about you, including demographic information, that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services.

Uses and Disclosure of Protected Health Information

Uses and Disclosures of Protected Health Information Your protected health information may be used and disclosed by your physician, our office staff and others outside of our office that are involved in your care and treatment for the purpose of providing health care services to you, to your health care bills, to support the operation of the physician's practice, and any other use required by law.

Treatment: We will use and disclose your protected health information to provide coordinate, or manage your health care and any related services. This includes the coordination or management of your health care with a third party. For example, we would disclose your protected health information, as necessary, to a home health agency that provides care to you. For example, your protected health information may be provided to a physician to whom you have been referred to ensure that the physician has the necessary information to diagnose or treat you.

Payment: Your protect health information will be sued, as needed, to obtain payment for your health care services. For example, obtaining approval for a hospital stay may require that your relevant protected health information be disclosed to the health plan to obtain approval for the hospital admission.

Healthcare Operations: We may use or disclose, as-needed, your protected health information in order to support the business activities of your physician's practice. These activities include, but are not limited to, quality assessment activities, employee new activities, training of medical students, licensing, and conducting or arranging for other business activates. For example, we may disclose your protected health information to medical school students that see patients at our office. In addition, we may use a sign-in sheet at the registration desk where you will be asked to sign your name and indicate your physician. We may also call you by name in the waiting room when your physician is ready to see you. We may use or disclose protected health information, as necessary to contact you to remind you of your appointment.

We may use or disclose your protected health information in the following situations without your authorization. These situations include: as Required By Law, Public Health issues as required by law, Communicable Diseases: Health Oversight: Abuse or Neglect" Food and Drug Administration requirements: Legal Proceedings, Law Enforcement: Coroners, Funeral Directors, and Organ Notation: Research: Criminal Activity: Military Activity and National Security: Workers' Compensation: Inmates: Required Uses and Disclosures: Under the law, we must make disclosures to you and when required by the Secretary of Department of health and Human Services to investigate or determine our compliance with the requirements of Section 164.500.

Other Permitted and Required Uses and Disclosures Will Be Made Only With Your Consent, Authorization or Opportunity Object unless required by law.

We may revoke this authorization, at any time, in writing, except to the extent that your physician or the physician's practice has taken an action in reliance on the use or disclosure indicated in the authorization.

Your Rights

Following is a statement of your rights with respect to your protected health information.

You have the right to inspect and copy your protected health information. Under federal law, however, you may not inspect or copy the following records; psychotherapy notes; information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding, and protect health information that is subject to law that prohibits access to protected health information.

You have the right to request a restriction of your protected health information. This means you may ask us not to use or disclose any part of your protected health information for the purposes of treatment, payment or healthcare operations. You may also request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in this Notice of Privacy Practices. Your request must state the specific restriction request and to whom you want the restriction to apply.

Your physician is not required to agree to a restriction that you may request. If physician believes it is in your best interest to permit use and disclosure of your protected health information, your protected health information will not be restricted. You then have the right to use another Healthcare Professional.

You have the right to request to receive confidential communication from us by alternative means or at an alternative location. You have the right to obtain a paper copy of this notice from us, upon request, even if you have agreed to accept this notice alternatively i.e. electronically.

You may have the right to have your physician amend your protected health information. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal.

You have the right to receive an accounting of certain disclosures we have made, if any, of your protected health information. We reserve the right to change the terms of this notice and will inform you by mail of any changes. You then have the right to object or withdraw as provided in this notice.

Complaints

You may complain to us or to the Secretary of Health and Human Services if you believe your privacy rights have been violated by us. You may file a complaint with us by notifying our privacy contact of your complain. **We will not retaliate against you for filing a complaint.** This notice was published and becomes effective on/or before **April 14, 2003**. We are required by law to maintain the privacy of, and provide individuals with, this notice of our legal duties and privacy practices with respect to protected health information. If you have any objections to this form, please ask to speak with our HIPAA Compliance Officer in person or by phone at our Main Phone Number

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