

Arizona Behavioral Health Specialists, LLC

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OFFICE PROCEDURES / CONDITIONS OF EVALUATION/ TREATMENT

Welcome to Arizona Behavioral Health Specialists, LLC. Please read the following information carefully, as it contains important information regarding our office policies and your treatment and/or treatment of your child. This form provides you with information that is in addition to that detailed in the notice of privacy practices.

Appointments: All services are rendered by appointment only at a mutually agreed time. Scheduled appointments must be canceled 24 hours in advance, or you will be responsible for a charge, which may be 50% to 100% of the regular appointment fee.

Financial Agreement: You are responsible for supplying all the current and correct billing information (Bank card, credit or HAS card). Including primary insurance information and secondary coverage, to our office at the time of your first appointment. We will bill your insurance as a courtesy to you. Please be aware that most insurance companies require you to obtain authorization prior to the start of treatment. You will be responsible for all charges not covered by your insurance, including any denied charges, any fees, including co-payments and deductibles, are due at the time of service. You will be responsible for any processing fees charged for checks returned by the bank. Please notify our office within ten days of any changes in insurance coverage, address, or telephone numbers. In the event collection / legal efforts are utilized to collect a past due balance, you will be responsible for payment of all fees connected with those efforts. If you require other professional services, such as preparation of reports, letters, telephone consultations, or other correspondence not completed during scheduled appointment times, you will be responsible for any charges. Fees are based on time spent.

Telehealth Appointments: ABHS requires that all patients participating in Telehealth services complete and sign all consent forms prior to receiving services. As part of our financial agreement, a **CARD (bank card, credit, or HSA) ON FILE IS REQUIRED** for all patients who are receiving Telehealth services. Your card will automatically be run for any fees, including: co-payments, deductibles and past due balances, that are due at the time of services. It is the patient's responsibility to notify the office if your information has changed. ABHS, is not responsible for any overdraw fees.

Insurance/Managed Care: Please be aware that many managed health plans are often oriented towards a short-term treatment approach designed to resolve specific problems that are interfering with one 's own usual level of functioning. It may be necessary to seek additional approval after a certain number of sessions. While short-term treatment can be very beneficial, many clients felt that more sessions are necessary after insurance benefits expire. It is important to remember that you may have the right to pay for services yourself and avoid the complexities associated with insurance reimbursement. You also have the right to self-bill your insurance company for reimbursement of

services (for providers who are not in your insurance network or those not accepting insurance). Your insurance company will supply you with the necessary information needed to self-bill.

If needed, our office will supply you with the necessary information needed for self-billing (Tax ID # and Diagnosis Code) upon request.

Confidentiality: In general, all information shared in treatment is confidential and can only be released with your written permission. However, there are some exceptions, ABHS may disclose all or part of your records to the following third parties for financial reimbursement: insurance companies, workers compensation, government agencies and other fiduciaries. Information is typically limited to diagnosis codes, treatment plan or treatment summaries, and in rare cases, a copy of the entire record. Your treatment may be discussed with another professional in our practice for the purpose of consultation. In these circumstances every effort is made to avoid revealing your identity. It may be necessary to discuss your treatment with your primary care physician or other treating physician for the purpose of providing continuity of care. There are other rare situations where steps may be required to take protective action when there is a threat of serious bodily harm to self or others. Please be advised that if there is an assessed potential for self-harm or harm of others, confidentiality does not exist. These steps may include notifying the potential victim, notifying the police or other agency, family members or seeking appropriate hospitalization. There are other situations in which the law requires action to protect others from harm, such as suspected abuse of a child, elderly person, or disabled person. A report must be made with the appropriate State agency and / or the law enforcement agency under those circumstances.

In the instance of the psychotherapy treatment of a child who is the identified patient, the positive psychotherapeutic process involves that we maintain the confidentiality of the child for a positive treatment process. While the parent or guardian provides consent for evaluation and /or treatment, the confidentiality in this instance is maintained with the child. We will provide pertinent clinical information including diagnosis, recommendations, treatment summaries, and / or verbal or written updates. At the time of visits general clinical information / recommendations may be provided. The exception to confidentiality is if there is any risk to the child such as the potential for self-harm and / or high-risk behaviors. As part of this consent agreement for evaluation / treatment the usual access to treatment records per ARS / Federal (statutes/regulations) is waived by the parent / guardian to have you provided with treatment records. This does not waive your right to have information released to other individuals such as other mental health providers, physicians, and/or education institutions. The therapeutic impact of any request for records will be discussed with you and if you should choose to revoke this waiver, the potential impact on ongoing treatment will be discussed.

Individuals sometimes inquire about mental health professionals providing information related to forensic (legal) actions. Please be advised that you / your child is being evaluated / treated in a clinical setting and that any request for an expert opinion related to litigation will not be provided. That includes issues related to custody, visitation, and / or other court related issues.

Confidentiality of e-mail, SMS messages and fax communication: We are committed to maintaining our client's privacy. Our staff utilizes business practices that may constitute a potential risk to your confidentiality, despite the security measures that we have in place to protect your privacy. These practices include, but are not limited to, use of electronic calendars, use of paper calendars, use of laptop computers, use of computerized billing, use of an internet-based phone system, and use of communication via mail, cell phone, unencrypted email with you and other professionals. SMS Messages: No mobile information will be shared or sold with third parties/affiliates for marketing/promotional purposes. All the stated categories in this privacy policy exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties. End users can opt out of receiving further messages by replying STOP or ask for more details by replying HELP. Message frequency varies. Message and data rates may apply. Please notify us at the beginning of treatment if you have any concerns regarding the use of these communication devices.

Medical Record Request: Patients have the right to request a copy of their health information.

A Medical Release Form IS Usually Needed Before:

- Sharing records with third parties not involved in treatment, payment, or healthcare operations (such as employers, life insurance companies, or attorneys).
- Releasing information to family members who are not legal representatives or healthcare proxies for the patient (such as the mother of a competent adult).
- Disclosing specially protected information like HIV status, substance abuse treatment records, genetic information, or [therapy notes](#).
- Using patient information for commercial purposes or other reasons beyond treatment, payment, or healthcare operations.

A Medical Release Form is NOT Required for:

- **Treatment purposes** - Clinicians directly involved in a patient's care (such as in an MDT) may share information without requiring separate medical release forms.
- **Payment operations** - Sharing information with insurance companies for billing purposes usually doesn't require a medical release of information form.
- **Healthcare operations** - Patient information may be used for quality assessment, audits, medical reviews, or other administrative functions.
- **Emergencies** - Medical information can be shared to facilitate immediate treatment when obtaining consent would delay life-saving care.

Breaching Confidentiality Due to Risk: Clinicians sometimes face scenarios where maintaining confidentiality conflicts with a duty to protect the patient or others from harm. These situations may justify (or require) releasing confidential health information (like a [mental state examination](#)) without authorization from the patient.

For Example:

- When the patient poses a serious and imminent risk to themselves or others
- When required by law or court order
- Disclosing information to protect adults who lack decision-making capacity

- When there is a public interest in disclosure (such as the prevention, detection, or prosecution of a serious crime)
- US clinicians are similarly bound by the [duty to protect principle](#), which stipulates (via legal precedents) that mental health professionals have a duty to protect potential victims from violent acts by their patients.

Record Retention:

- As mandated by Arizona Revised Statute § 12-2297, all medical records will be retained for a minimum of seven years after the last date you received medical or health care services from this provider.
- If the patient is a child, either for at least three years after the child's eighteenth birthday or for at least seven years after the last date the child received medical or health care services from that provider, whichever date occurs later.
- When a health care provider retires or sells the provider's practice, the provider shall take reasonable measures to ensure that the provider's records are retained pursuant to this section. An effort should be made to notify the patient within 30days of the date of change.

Your signature below indicates you have read our policies carefully, understand them, and agree to be bound by them during and after treatment at Arizona Behavioral Health Specialists, LLC. Your signature will further authorize Arizona Behavioral Health Specialists to conduct an evaluation and perform treatment for you and / or your dependent child with regard to psychological or behavioral health problems. If you are seeking treatment for your child, we may also request that the other parent provide consent for evaluation / treatment.

Patient/Guardian Signature

Date

If a patient is a minor, biological parent or legal guardian must sign this form. If you are not the biological parent or legal guardian, please notify our office staff immediately as your appointment may have to be rescheduled. If you have guardianship, please provide us with documentation. We may also ask you to provide a copy of a divorce decree if pertinent.