

PAUL FLORES, MSW LCSW PC

Psychotherapy, Clinical Supervision and Consultation Services

Psychotherapist- Patient Services Agreement

Welcome to my practice. This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regards to the use and disclosure of your Protected Health information (PHI) used for the purposes of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and it's applications to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that I have provided you with this information. Although these documents are sometimes long and complex, it is very important that you read them carefully. I can discuss any questions you have about these procedures during our initial session. When you sign this document, it will also represent an agreement between us. You may revoke this agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance of it, if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy, or if you have not satisfied any financial obligations you have incurred.

Psychological Services

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychotherapist and the patient, and the particular problems you are experiencing. There are different models that I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt anger, frustration, loneliness and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems and significant reductions in feelings of distress, but there are no guarantees of what you will experience.

1066 W. 4th Street
Winston-Salem, NC 27101

PHONE (336) 972-3123
E-MAIL eflores@triad.rr.com

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a commitment of time, money and energy, so you should be very careful about the therapist you select. If you have any questions about my procedures, we should discuss them when they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

Meetings

During our initial sessions we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If therapy is begun, I will schedule 45-60 minute sessions at a frequency that we agree upon. Longer or shorter sessions may be scheduled for a particular circumstance, although it is rare. **Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours notice of cancellation (unless we both agree that you were unable to attend due to circumstances beyond your control). It is important to note that insurance companies do not provide reimbursement for late cancellations or no shows.**

Professional Fees

In addition to my fee for your appointments with me, I charge for other professional services you may need. Other services include report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, preparations of records or treatment summaries, and the time spent performing any other service you may request of me. Insurance companies do not pay for these services and the fees are your responsibility. **If you become involved in legal proceedings that require my participation, you will be expected to pay for ALL of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge a higher fee for preparation and attendance at any legal proceeding.**

Contacting Me

My office hours vary. Please call me at the phone number I have given you at our initial session. When you call me, I will get back to you as soon as possible. If you are unable to reach me and you feel like you can't wait for me to return your call, please contact your Primary Care Physician (PCP) or go to your local emergency room.

Limits on Confidentiality

The law protects the privacy of all communication between a patient and a psychotherapist. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are

other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- I may occasionally find it helpful to consult with other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record (PHI).
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If I believe that a patient presents an imminent danger to his/her health or safety, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

There are some situations where I am permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning the professional services that I provide you, such information is protected by the psychotherapist-patient privilege law. I cannot provide any information without your written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker's compensation claim, and my services are being compensated through worker's compensation benefits, I must, upon appropriate request, provide a copy of the patient's employer or the North Carolina Industrial Commission.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment. These situations are unusual in my practice.

- If I have cause to suspect a child under 18 is abused or neglected, or if I have reasonable cause to believe that a disabled adult is in need of protective services, the law requires that I file a report with the Department of Social Services. Once such a report is filed, I may be required to provide additional information.
- If I believe that a patient presents an imminent danger to the health and safety of another, I may be required to disclose information in order to take protective actions, including initiating hospitalization, warning the potential victim, if identifiable, and/or calling the police.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

Professional Records

You should be aware that, pursuant to HIPAA, I keep protected health information about you in one or two sets of professional records. One set constitutes your clinical record. It includes information about your reasons for seeking therapy, a description of the ways in which your problems impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history and past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself and/ or others to the record makes reference to another person (unless such other person is a health care professional) and I believe that access is reasonably likely to cause harm to such other person, you may examine and/or receive a copy of your clinical record, if your request it in writing. Because these are professional records, they can be misinterpreted and/ or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request..

In addition, I may also keep a set of psychotherapy notes. These notes are for my own use and are designed to assist me in providing you with the best treatment. While the content of psychotherapy notes vary from client to client, they may include the contents of our conversation, my analysis of our conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your clinical record and (information revealed to me confidentially by others). These psychotherapy notes are kept separate from your clinical record. Your psychotherapy notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in a way for your refusal to provide it.

Patient Rights

HIPPA provides you with several new or expanded rights with regards to your clinical records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your clinical records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, please call your plan administrator. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company.

Due to the rising cost of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short term therapy, some patients feel that they need more services after insurance benefits end. Some managed care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.

You should also be aware that your contract with your insurance company requires that I provide it with information relevant to the services I provide to you. I am required to provide clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans and summaries, or copies of your entire clinical record. In such situations, I will make every effort to release only the minimum information that is necessary for the purpose requested. This information will become part of the insurance files. Although insurance companies claim to keep this information confidential, I have no control over what they do with it once it's in their hands. In some cases, they may share the information with national medical information databanks. I will provide you with a copy of any report I submit, if you request it. By signing this agreement, you agree that I can provide requested information to your carrier.

Once we have all the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above (unless prohibited by contract).

FaceTime or Skype sessions

FaceTime, Skype or any video sessions can be used for a variety of reasons. That might involve a client's inability to get to a session but still wanting to have a session or if a client moves to a different location, goes to college, etc. Just keep in mind, as with all electronic communication, there is no 100% guarantee of privacy.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

Signature

Date

CONSENT FOR RELEASE OF MENTAL HEALTH INFORMATION

This form is used to be able to discuss or release information to your (or child's) primary care physician (PCP) only, in order to coordinate treatment.

If you wish for information to be released to the PCP only, please fill in the doctor's name, check by the authorization line and sign and date the form.

If you DO NOT wish for the information to be released to the PCP, check by the decline line and sign and date the form.

Patient Name _____; Date of Birth _____

Psychiatrist (if applicable) _____

Primary Care Physician _____

_____ I authorize the release of relevant treatment information to the provider named above. I understand that these records are confidential and cannot be disclosed without my written authorization, except as otherwise provided by law. My consent may be revoked at any time and expires one year from date signed.

_____ I decline the release of treatment information to my primary care physician.

Signature of patient or legal guardian

Date

Relationship to Patient

Witness

Date

A NEW FORM SHOULD BE COMPLETED EVERY YEAR

