# Nicole Flory, PhD

Licensed Psychologist

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## **Treatment Agreement**

Welcome to my practice. This document ("Agreement") contains important information about my professional services and policies. When you sign this document, it will represent an agreement between us. Please read the "Agreement" carefully and ask me any questions you may have now or in the future. The essential element of our therapeutic relationship is honest communication and trust. I truly value your feedback and strive for clear communication. I may periodically update the content of this document and will then discuss the changes with you.

### **PSYCHOLOGICAL SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and client / patient, the therapist's training and treatment philosophy, and the particular problems you are experiencing. There are many different methods we 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 engagement on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during session 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, anxiety, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to solutions to specific problems, significant reductions in feelings of distress, better relationships, and a higher quality of life. But there are no guarantees of what you will experience. Our first few sessions will involve an evaluation of your needs and we will discuss what our work would include and a treatment plan, if you decide to continue with therapy. It is best that you carefully evaluate the treatment recommendations and whether you feel comfortable working with me. If you have questions about my practices, please discuss them with me whenever they arise. If your doubts persist, I will be happy to refer you to another mental health professional for a second opinion; whatever the circumstances, I recommend one final meeting to discuss options.

## **SESSIONS**

I normally conduct an evaluation that will last from 2 to 4 sessions (each lasting 45 minutes). During this time, we can both decide, if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually see patients for 1 session per week (scheduling may vary though). Priority for scheduling goes to patients with established weekly appointment times. Being on time for your session is very important; if you arrive late, you will still pay for the full session fee. A 48 hours notice is required to cancel a session. If, for any reason, you are unable to give 48 hours notice, you will be charged for the session. The exceptions of this policy are situations involving natural disasters (e.g., major snow storms) and dramatic personal circumstances (e.g., family emergencies). I would appreciate if you would anticipate other possible exceptions and discuss them with me before to avoid possible misunderstandings. Please note that insurance companies do not reimburse for cancelled sessions, so you will be responsible for the full session fee. We will also be responsible for any charges not covered by your insurance company. You may stop therapy at any time; but will be responsible for paying for services you had already received. If you miss a scheduled session, you should contact me to reschedule. If you miss 2 sessions, we will discuss whether the timing for therapy is convenient for you. My usual fee is \$160 for each 45-minute session; except for our first meeting - initial session - which has a \$185 fee. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, clinical telephone conversations lasting longer than 10 minutes, preparation of records or treatment summaries, and the time spent performing any other service you request of me. 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, consultation with attorneys, and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvements, my regular fees will be doubled for preparation or attendance at any legal proceeding.

At rare occasions, I may have close down the practice because of extreme weather / personal circumstances. In such instances I will make every attempt to inform you beforehand. During extreme weather, even if the practice is open and you feel traveling is not safe, feel free cancel the session last minute; you will not be charged for the session.

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#### **CONTACTING ME**

Due to my booked schedule and the fact that I do not take regular calls during sessions, I am often not available by telephone. When I am unavailable, my telephone is answered by confidential voice mail that I monitor frequently. In your message, please inform me of some times when you will be available to talk on the phone and your number (even if you think I have it). This will help me to get back to you sooner, typically within 48 hours, with the exception of weekends, vacations, and holidays. If you are unable to reach me or feel that you cannot wait for me to return your call, please contact your family physician, nearest emergency room and ask for the clinician on call, or call 911. If I am unavailable for an extended time and it is necessary to make contact, I can provide you with the name of a colleague you can contact and / or my colleague may contact you. In extreme circumstances, I may also contact your emergency contact person that you indicated on your registration form.

**EMAIL:** If you like, you may contact me through e-mail for scheduling / administrative purposes only. Please keep in mind that e-mail is not considered a secure form of communication and I therefore cannot guard the privacy of this communication. Be aware that all emails are retained in the logs of Internet service providers and maybe able to be read by the system administrators (and others) and may become part of your legal record.

**SOCIAL MEDIA/ INTERNET LISTINGS:** I do not engage in contact requests of current or former clients through LinkedIn, Facebook, Twitter or other Internet sites to protect the boundaries of our therapeutic relationship. My primary concern is your privacy and the impact of electronically processed information. I will also not ask for testimonials of current or former clients on Internet forums or web sites.

## **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held by personal check or cash. Please do not send checks by mail. Payment schedules for other professional services will be agreed to when they are requested. Failure to keep current with appointments and payments may result in an interruption of therapy. This will be discussed with you in advance of any such action being taken. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which may require to disclose otherwise confidential information. In most collection situations, the only information released regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

INSURANCE REIMBURSEMENT (if applicable): It is important to remember that you always have the right to pay for services yourself to avoid the potential problems such as having any personal information released to third parties. To keep up with insurance reimbursements I am getting assistance through a professional billing service; both billing service and insurance are required by law to protect your privacy rights. If you have a health insurance policy, it may provide coverage for mental health treatment. However, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers. You should read the policies of your insurance and call your plan administrator to obtain an authorization letter (my NPI # is 144-740-7358). You should also be aware that your contract with your health insurance company requires that I provide them with information relevant to the services that I provide to you. Typically, I will review the information for the first claim with you before submitting it to your insurance and my billing service. Additional information may include diagnostic information, treatment plan, reason for treatment, and prognosis for treatment. The insurance company may also determine that more information must be released such as the entire patient record. In such situations, I will make every effort to release the minimum information about you that is necessary for the purpose requested and discuss this with you. Released information may become part of the insurance company files and will probably be stored in a computer network. Though insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank.

### LIMITS ON CONFIDENTIALITY

In general, the law protects the privacy of communication between patient and psychologist or other health care professionals. To ensure the highest quality of care, I may sometimes consult with other health professionals about treatment without releasing personally identifying patient information for the purpose of professional consultation, supervision, or teaching. It is a recommended practice for psychologists to seek consultation with colleagues about clinical

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services provided; consultants are legally bound to maintain confidentiality as are colleagues providing coverage in case of my prolonged absence. I may release personally identifiable health information after your written permission naming the person that you would like me to contact; the required "Authorization" form will remain in effect for a length of time you determine. You may revoke the authorization at any time, unless I have taken action in reliance on it. However, there are some disclosures that do NOT require your authorization, as follows:

- Disclosures required by health insurance companies or to collect overdue fees are discussed in this Agreement.
- If you are involved in a legal proceeding, I may have to provide your personal information under a court order.
- If a government agency is requesting the information for oversight activities, I may be required to provide it.
- 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 for worker's compensation I must upon appropriate request provide relevant information, this may include a copy of the patient's record, to the appropriate agencies.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to protect others from harm and I may have to reveal some information about protected health information (PHI). These situations are very rare in my practice. If I know or have reason to suspect that a child (or elderly / disabled person) has been or is in danger of being a neglected, mentally, physically, or sexually abused, including malnutrition and financial exploitation the law requires that I file a report with the appropriate governmental agency, such as the Child Protective Services. Once such a report is filed, I may be required to provide additional information. Patients under 18 years of age, please be aware that the law may provide your parents with the right to examine (parts of) your medical record.

In an emergency, if I believe that a patient presents a substantial risk of imminent and serious injury to him/herself, I may be required to take protective actions, including notifying individuals who can protect the patient or initiating emergency hospitalization. If I believe that a patient presents a substantial risk of imminent and serious injury to another individual, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. In all other situations, I will ask you for an advance authorization before disclosing PHI about you. 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.

**GPS Tracking:** If you use location-based services on your phone / portable computer, you may wish to be aware of the possible privacy risks of GPS tracking on your device when attending therapy at regular check-ins in my office location.

### **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep Protected Health Information (PHI) about you in your Clinical Record. Except in unusual circumstances that involve a substantial risk of imminent psychological impairment or imminent serious physical danger to yourself and others, you can have access to a copy of your record, if you request it in writing. I will notify you if anything is withheld. 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.

Patient's Signature (Patient A):	Today's Date:
Patient Name (PRINT):	Date of Birth:
If seen as couple: Partner's Signature (Patient B):	Today's Date:
Partner's Name (PRINT):	Date of Birth: