



Isaac V. Setton, LMHC, CASAC

CONTRACT, NOTICE OF PRIVACY PRACTICES, OFFICE PROCEDURES, FINANCIAL AGREEMENT FOR PSYCHOTHERAPY SERVICES

Welcome to Flow Therapy NYC. This document contains important information about Flow Therapy NYC professional services and business policies. This notice describes how health information about you may be used and disclosed and how you can get access to this information. We are governed by various laws and regulations and by the code of ethics of our profession. The ethics code requires that we make you aware of specific office policies and how these procedures may affect you. Therefore, we are providing this information in writing.

This notice describes our policies related to the use of the records of your care at Flow Therapy NYC. We are required to give you this Notice about (1) the use and disclosure of your health information, (2) our legal responsibilities, and (3) your rights concerning your health information and to abide by the terms of this notice.

We encourage you to take the time to read through this carefully before your first appointment. Please jot down any questions you might have so that you and your therapist can discuss them at your initial meeting. When you sign this document, it will represent an agreement between you and Flow Therapy NYC.

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 patient presents a danger to self, to others, to property, or is gravely disabled.

Initial here: _____

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 Flow Therapy NYC. 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. Flow Therapy NYC counselors will use their clinical judgment when revealing such information. Flow Therapy NYC will not release records to any outside party unless they are authorized to do so by all adult family members who were part of the treatment.

Initial here: _____

Health Insurance & Confidentiality of Records: The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a federal law that is designed to protect the privacy of patient information, provide for the electronic and physical security of health and patient medical information, and simplify billing and other electronic transactions by standardizing codes and procedures. A piece of this law recently took effect and is known as the HIPAA Privacy Rule. The HIPAA Privacy Rule creates a minimum federal standard for the use and disclosure of Protected Health Information (PHI) by health care organizations. One of the requirements of the Privacy Rule is that we give to you a Notice of Privacy Practices (NPP) that describes your rights and protections regarding your health care records (PHI). The Notice explains your rights regarding your private healthcare information, including your right to:

- Inspect and copy your medical records;
Request an amendment or addendum to your medical records;
An accounting of disclosures of your private health information;
Request restrictions to release your medical information; and
Request restrictions of confidential communications with you.

I have reviewed and understand Flow Therapy NYC's HIPAA policies- Notice of Privacy Practices and have been made aware of how my records may be used and disclosed.

Signature of Client/Responsible Party

Print Name

Date

Flow Therapy NYC
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TELEPHONE & EMERGENCY PROCEDURES:

- ❖ The **best phone number** to reach me at is **(917) 676 -6110**. If you receive the voicemail, please leave a message for me. I may be on the phone, in therapy with someone else, or out of the office.
- ❖ **In a crisis**, I cannot be reached, and **you are in imminent danger, call the police (911), or go immediately to your local emergency hospital.**
- ❖ If you need to contact Flow Therapy NYC between sessions, for an emergency, please indicate it clearly in your message. Telephone calls are monitored during the day as time allows and therefore, we cannot guarantee immediate return calls. Flow Therapy NYC is not responsible for your behaviors or decisions occurring outside the consultation room, whether before or after a telephone call or consultation.
- ❖ If there is an emergency whereby I become concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, I will do whatever I 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, I may also contact the person whose name you have provided as an **Emergency Contact** on the *Intake Form*.

Initial here: _____

INFORMED CONSENT FOR TELEPHONE, ELECTRONIC, AND MAIL CONTACT: Ordinary privacy precautions such as voice scramblers, pin codes, voice mail boxes, and locked fax, mail, and computer rooms are by no means foolproof, so that your confidentiality is always compromised when communicating by electronic devices or mail. Nor is deletion or shredding of private material a totally safe means of disposal, so that you are always at risk of breaches in confidentiality when electronic or mail communication of any type is used for private information. Your use of such means of communication with Flow Therapy NYC constitutes implied consent for reciprocal use of electronic and mail communication as well. By signing this contract, you agree to and understand the following:

1. Many people feel comfortable communicating via email, because they have installed programs designed to detect spyware, viruses, or other dangerous software. However, there is no guarantee that such programs will work 100%.
2. Sent and received emails are stored on both Flow Therapy NYC and your computer until deleted. Flow Therapy NYC may or may not delete such emails. Any saved emails will be kept in a password-protected account that only Flow Therapy NYC has access to.
3. In addition, whenever you send an email, it is stored in cyberspace. It is possible for authorities to locate and read such emails under various circumstances, this is not a policy of Flow Therapy NYC, but is due to the nature in which email is transmitted using the Internet, and other services or networks. For more information on this, please contact your Internet Service Provider or email service.
4. By initialing below, I agree that I understand the disclosures listed above regarding communicating with Flow Therapy NYC using email. I also agree that if I send an email to a Flow Therapy NYC and request a response via email, that I am willing to accept the above-stated risks. I also agree that I will not use email for emergencies.

Initial here: _____

CONSENT TO TREATMENT AND CONFIDENTIALITY STATEMENT:

I, (print name of responsible party) _____ **consent for treatment to be rendered by a therapist of Flow Therapy NYC. I grant the therapist to perform those procedures and treatments, which may include professional consultation or emergency telephone responses, necessary for my condition that are generally used in this and similar settings. I understand that information or opinions will be given to others only with my written consent.**

Signature of Client/Responsible Party

Print Name

Date

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PRACTICE POLICIES:

APPOINTMENTS: All sessions are by appointment and may be scheduled through me directly. Because consistency is an important part of the counseling process, the appointment time you schedule is reserved for you and is not available to anyone else. Please arrive on time, as you use up your own time when you arrive late for an appointment. The usual length of an appointment is 45 minutes. If you are unable to keep a scheduled appointment, you must notify me **at least 24 hours in advance** to avoid having to pay for the canceled or missed appointment. Please leave a message if you get the voicemail. If you miss or cancel your appointment, you will need to contact me for a new appointment time.

FEES AND BILLING PRACTICES: I am responsible for payment at the time of service. The cost of a 50 minute session is \$200. Payment can be made in the form of cash or check. If I need to cancel a session for any reason, I must do so at least 24 hours in advance; otherwise I will be charged for the full cost of the session. ***Your compliance in keeping appointments and active participation in treatment is vital.***

There is a \$20.00 service fee for checks returned for non-sufficient funds, and the client will be required to pay for future sessions in cash. Before any future visits occur, the client or responsible party must pay in cash the service charge PLUS the value of the check.

I hereby agree to full responsibility for all expenses incurred by or because of this client and hereby assign Flow Therapy NYC to the full extent of my financial obligation. If conjoint (couple or family), all adults need to sign this contract because of confidentiality and your rights... even though one person is the identified client (and paying).

Signature of Client/Responsible Party

Print Name

Date

THE PROCESS OF THERAPY/EVALUATION: By signing this agreement you are authorizing and requesting that Flow Therapy NYC carry out counseling treatment and/or diagnostic procedures that now or during the course of your care as a client are advisable. Participation in therapy can result in a number of benefits, including improved 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. Flow Therapy NYC 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, etc. Flow Therapy NYC 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 another family member views a decision that is positive for one family member quite negatively. 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, Flow Therapy NYC is likely to draw on various psychological approaches according, in part, to the problem that is being treated and an assessment of what will best benefit you. These approaches include, cognitive-behavioral, psychodynamic, developmental or psycho-educational.

- ❖ I understand that if I am concerned about slow progress or lack of progress, I have the right to speak about my concerns.
- ❖ I understand that there are some occasions when confidentiality can/must be breached. These are:
 - a) I sign a *Release of Information Form* or I verbally direct my counselor to tell someone else,
 - b) My counselor determines that his/her client poses a threat to self or others,
 - c) My counselor is ordered by a court to disclose information,
 - d) My counselor suspects child abuse has taken place and will notify Child Protective Services
- ❖ I understand that counseling can improve as well as upset the equilibrium in any person or family.
- ❖ I understand that Flow Therapy NYC counselors are not psychiatrists, they are Master's level therapists, and as such cannot recommend or prescribe medications but can encourage clients to see an M.D. for a medical evaluation.

Initial here: _____

RIGHTS AND RISKS:

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- ❖ Please feel free to ask questions about any aspect of the counseling process. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, my expertise in employing them, or about the treatment plan, please ask and you will be answered fully.
- ❖ If you have been referred by a court or state agency, you have the right to divulge only what you want to be included in a report.
- ❖ You need to be willing to discuss what troubles you and be open to change.
- ❖ You may remember unpleasant events, arouse intense emotions, and/or alter close relationships.
- ❖ 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 Flow Therapy NYC does not provide, the therapist has an ethical obligation to assist you in obtaining those treatments.

Initial here: _____

PROFESSIONAL RECORDS:

The laws and standards of the profession require that Flow Therapy NYC keep treatment records. You are entitled to receive a copy of your records, or your therapist can prepare a summary for you instead. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, we recommend that you review them in the presence of your counselor so that he can discuss the contents. Clients will be charged an appropriate fee for any professional time spent in responding to information requests.

Initial here: _____

There may be times when my therapist consults with other mental health professionals regarding issues/content areas that I share with him in session; however, my therapist will not give away any identifying information in these professional consultations. My therapist will only release information to outside parties (schools, teachers, hospitals, therapists, doctors, psychiatrists etc.) if I (or my legal guardian) provide my therapist with written consent. In emergency situations, I (or my legal guardian) may provide my therapist with verbal consent to release information.

SOCIAL MEDIA AND TELECOMMUNICATION:

Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet, and we can talk more about it

If we see each other accidentally outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

TERMINATION:

- ❖ An orderly end of therapy has positive effects for clients. It is suggested that you discuss openly with your counselor your wish to end therapy at least three (3) sessions before your last session. A final closure session has proved to be very important for clients. Closure sessions help you acknowledge and summarize what you have accomplished and discuss any unfinished concerns you may have. While not required they are strongly recommended; you have the right to terminate therapy at any time. If you choose to do so, I will offer to provide you with names of other professionals whose services you might prefer.
- ❖ If at any point during psychotherapy, I assess that I am not effective in helping you reach the therapeutic goals, I am obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, I would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, I 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, I will assist you in finding someone qualified, and with your written consent, will provide her or him with the essential information needed.
- ❖ If you don't show-up for three consecutive scheduled appointments, your treatment will be considered canceled and terminated and you will be financially responsible for the fees of the missed sessions. A letter will be sent to you acknowledging the termination along with a closing bill for any unpaid balance.

Initial here: _____

Consent: In order to evaluate our services may we have permission to contact you once you have completed your counseling with the understanding your response will be held confidential? ___ Yes ___ No

Initial here: _____

QUESTIONS AND COMPLAINTS:

If you have questions about this notice, disagree with a decision I make about access to your records, or have other concerns about your privacy rights, you may contact me at 917.676.6110. If you believe that your privacy rights have been violated and wish to file a complaint, you may contact the Office of Professional Regulation at 212.424.6600. This notice is part of the Contract, Office Procedures, Notice of Privacy Practices & Financial Agreement between Isaac V. Setton, LMHC, CASAC and you. Page 4 of 5
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complaint, you may send your written complaint to me at Isaac V Setton, LMHC, flowtherapynyc@gmail.com. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. I can provide you with the appropriate address upon request. You have specific rights under the Privacy Rule. I will not retaliate against you for exercising your right to file a complaint.

EFFECTIVE DATE, RESTRICTIONS AND CHANGES TO PRIVACY POLICY:

This notice will go into effect on the date of your first session. I reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. I will provide you with a revised notice by either distributing it to you in the office or mailing it to your home address.

CONSENT FOR TREATMENT:

I have read and understood this 5-page policy statement. I accept, understand, and agree to abide by the contents and terms of this agreement and further, consent to participate in evaluation and/or treatment. I understand that I may withdraw from treatment at any time.

Signature of Client/Legal Representative	Print Name	Date
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Additional Client Signature (Spouse/Partner, Family Member)	Print Name	Date
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