

Victor Silva-Palacios, Ph.D.

Psychological Services, Inc.

PSY 14198

(805) 801-7590

3220 South Higuera Street, Suite 210

San Luis Obispo, CA 93401

OFFICE POLICY

This packet is designed to answer some frequently asked questions about my practice and our relationship, so please read carefully before you sign on the last page. As you read, please feel free to mark any sections which are unclear to you or write in any questions which come to mind so we can discuss them.

1. Psychological Treatment

You can only make wise decisions about entering into psychotherapy if you have enough information and a clear understanding of how psychotherapy works. Let me discuss some aspects of psychotherapy as I see it.

Therapy requires your very active involvement and effort to change your thoughts, feelings and behaviors. You will need to work in the therapy hours and in between sessions. There are no instant, painless, or passive cures. Instead, there may be homework assignments, exercises, writing and perhaps other projects. Change will sometimes be easy, but more often it will be slow and need to be practiced.

I will ask for regular reviews of our progress. If treatment is not progressing, I cannot ethically continue working with you and may suggest that you see another therapist or professional in addition to myself. For example, I may suggest that you see a physician for evaluation or prescription of medications or attend self-help group meetings. I will fully discuss my reasons for any recommendations with you ahead of time so that we can come to an agreement.

My psychotherapy model is psychodynamic, or insight oriented. If you are interested in more detail on this model, ask me for additional information. As a part of our working relationship, we will need to specify the goals, methods of treatment, risks and benefits of treatment, the approximate time commitment involved, cost and other aspects of your particular situation. Based upon this, we will collaboratively design a treatment plan, and we will modify the plan as you progress in treatment.

There are both benefits and risks associated with psychotherapy. Risks might include experiencing uncomfortable feelings like sadness, guilt, anxiety, anger, loneliness, and helplessness; recalling unpleasant aspects of your history; and experiencing difficulties with other people. However, psychotherapy has been repeatedly and scientifically demonstrated to be of benefit for most people and in most situations. Benefits might include the lifting of a depression and no longer feeling afraid or unnecessarily angry. You may experience a significant lessening of distress or anxiety. You may be better able to cope with social or family relationships and so receive more satisfaction from them. You may better understand your personal goals and values and thus grow as a person.

Psychotherapy involves a considerable commitment of time, money, and energy. Consequently, a psychotherapist should be carefully chosen. I strongly believe you should be comfortable and optimistic with the psychotherapist you choose. If at any time you wish to consult with another psychotherapist or get another opinion, do not hesitate to ask. I will assist you in finding a suitable professional.

You have the right to ask me about other treatments for your condition and their risks and benefits. If you could benefit from any treatments I cannot provide, I will be happy to assist you in obtaining those treatments.

2. Meetings and Fees

I schedule 90 minutes for the first introduction and information gathering session and then meet at weekly intervals for 45-50 minutes each time. I will inform you in advance of my vacations or any other reasons I may not be in the office. Feel free to ask about my schedule when making your own plans. Your session time is reserved for you. If an emergency has arisen, I will make every effort possible to get word to you in advance.

In any professional relationship, payment for services is an important issue. This is even truer in psychotherapy where clarity of relationships and responsibilities is one goal of treatment. My present regular fee for therapy for everyone is \$180 per session and \$275 for the introductory session. In unusual circumstances we may, before the end of our first meeting, negotiate other arrangements. I do not use a 24-hour cancellation policy. Instead, a commitment to psychotherapy treatment approach is used. Within this approach you are financially responsible for the session reserved for you; even if you need to cancel (vacation and emergency situations are not included). This commitment approach will be implemented once you agree to enter psychotherapy treatment.

3. Billing and Insurance

I work on a fee-for-service basis as I am not a member of insurance panels. I request you pay for each session at the time services are rendered. If you have health insurance which may pay a portion of my fee, I will provide you with a super bill to append to your company's member claim form. MEDICARE PATIENTS: I am not a Medicare provider, and Medicare CANNOT be billed for my services. Please read and sign the Opt-Out form attached.

4. Contacting Me

Out of consideration for others, I do not take calls when I am in session. As soon as possible I will return your message. I cannot always be reached by phone immediately. Generally, messages will be picked up and calls returned daily, except weekends and holidays unless urgent. As a condition of treatment, you need to know I maintain limited availability for emergency coverage. In a dire emergency if you cannot reach me, you might call your physician or go to the nearest emergency room and ask for the psychiatrist, psychiatric resident, or house officer on call. Another good resource to contact would be the San Luis Obispo County Mental Health Department at 805-549-4700 or 805-549-8989.

When necessary, telephone psychotherapy may be implemented. If you need more than five minutes to address an issue, however, normally it is better to make an appointment to meet in person.

5. Confidentiality

I regard the information you share with me with the greatest respect, so I want to be as clear as possible about how it will be handled. In general, I will tell no one what you tell me. The privacy and confidentiality of our conversations and my records is a privilege of yours and is legally protected by state law and my profession's ethical principles.

There are two situations in which I might discuss some aspects of your case with another colleague, and I ask for your understanding and agreement to let me do so. First, when I am away from the office for a few days, I have a trusted fellow psychotherapist "cover" for me. He or she will be available for emergencies and thus needs to know about my patients. Second, I occasionally consult with colleagues or specialists (who are also ethically required to maintain your confidentiality) and some aspects of your case might be shared. On occasion I like to consult with other colleagues concerning how to best serve my patients. I conduct this consultation without using identifying information so that your privacy is protected. I request your permission to seek such consultation without obtaining a specific consent for each occurrence. If I believe that a consultation is needed with identifying information, I will obtain separate permission from you.

There are three situations when I must, by law, tell others what you tell me: (1) when I believe you intend to harm yourself or another person; (2) when I believe a child has been or will be abused or neglected; (3) when I believe that an elderly and/or dependent adult has been abused or neglected. If you have concerns about confidentiality, please raise them with me so that we may resolve them and proceed with our work together.

Other than the cases described above, I do not disclose anything about your treatment, diagnosis, history, or even that you are a patient, without your full knowledge and a signed Release of Information Form.

6. Termination

Termination is part of psychotherapy and should be handled carefully since it can be a valuable part of our work. Either of us may terminate treatment if we believe it is in your best interest. Often, we will mutually plan termination, and I welcome discussing this. If you would like to discontinue treatment, I strongly recommend we meet for at least one session after you wish to terminate in order to review our work together, discuss our goals and accomplishments and consider any future work to be done.

7. Your Case Records

You have the right to review your records in my files at any time to make additions or corrections and to obtain copies for other professionals to use (only with your written permission, of course). I will keep your case records in a secure place for seven years after we last meet.

8. Complaint Procedures

If you are dissatisfied with any aspect of our work, please raise this with me immediately. If you believe you have been treated unfairly or unethically by me or any other psychotherapist and cannot resolve this problem with me, you can contact the state Board of Psychology at 800-633-2322. Of course, I anticipate that we would be able to resolve any difficulties between ourselves.

9. Agreement

I, Victor Silva-Palacios, Ph.D., having no reason to believe that this patient is not fully competent to give full consent to treatment and believing that this patient fully understands the issues raised above, because I have personally informed the patient of the above-stated issues and points, discussed them, and responded to all questions raised, agree to enter into psychotherapy with this patient as indicated by my signature below:

_____ Date: ____/____/20____

I have read (or had read to me) the issues and points stated above, discussed them where I was not clear about them, had my questions fully answered, and understand and agree to comply with them, and agree to enter into psychotherapy with Dr. Silva-Palacios as indicated by my signature here:

_____ Date: ____ / ____/20____

Patient

**I authorize the use of my personal email as a source of communication:
Patient initials_____**

If patient is not responsible for the bill, responsible party must also sign below:

_____ Date: ____ / ____/20____

Responsible party

Victor Silva-Palacios, Ph.D.

Psychological Services, Inc.

PSY 14198

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FAX (805) 528-1266

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Private Contract

• I, Victor Silva-Palacios, Ph.D., have not been excluded from Medicare under [1128] §§1128, [1156] 1156 or [1892] 1892 of the Social Security Act.

• I, the Medicare beneficiary or my legal representative, accept full responsibility for payment of charges for all services furnished by Victor Silva-Palacios, Ph.D.

• I, the Medicare beneficiary or my legal representative, understand that Medicare limits do not apply to what Victor Silva-Palacios, Ph.D., may charge for items or services furnished.

• **I, the Medicare beneficiary or my legal representative, agree not to submit a claim to Medicare or to Victor Silva-Palacios, Ph.D., to submit a claim to Medicare.**

• I, the Medicare beneficiary or my legal representative, understand that Medicare payment will not be made for any items or services furnished by Victor Silva-Palacios, Ph.D., that would have otherwise been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted.

• I, the Medicare beneficiary or my legal representative, enter into this contract with the knowledge that I have the right to obtain Medicare-covered items and services from a physician and/or practitioner who has not opted-out of Medicare, and that I am not compelled to enter into private contracts that apply to other Medicare-covered services furnished by other physicians or practitioners who have not opted-out.

• The expected or known effective date and expected or known expiration date of the opt-out period is August 28, 2018 (effective date) and August 28, 2024 (expiration date unless Dr. Silva-Palacios files notice to opt in).

• I, the Medicare beneficiary or my legal representative, understand that Medigap plans do not, and that other supplemental plans may elect not to, make payments for items and services not paid for by Medicare.

• This contract cannot be entered into by myself, the Medicare beneficiary, or by my legal representative during a time when I, the Medicare beneficiary, require emergency care services or urgent care services. (However, a physician/practitioner may furnish emergency or urgent care services to a Medicare beneficiary in accordance with §3044.28 of the Medicare Carriers Manual)

• I, the Medicare beneficiary or my legal representative, will receive or have received a copy (a photocopy is permissible) of this contract, before items or services are furnished to me under the terms of this contract.

- I, Victor Silva-Palacios, Ph.D., will retain the original contract (Original signatures of both parties required) for the duration of the opt-out period.
- I, Victor Silva-Palacios, Ph.D., will supply CMS with a copy of this contract upon request.
- I, Victor Silva-Palacios, Ph.D., understand that the current private contract remains in effect for two years. If I again opt-out of Medicare, I will expediently complete a new contract for each Medicare beneficiary and will expediently submit the appropriate affidavit(s) to all local Medicare carriers.

Provider's Signature _____ Date _____

Patient's Signature (Medicare Beneficiary) _____ Date _____

Patient's Legal Representative's Signature _____ Date _____

Witness _____ Date _____

