



This form is called a **Consent for Services** (the "Consent"). Your therapist, counselor, psychologist, doctor, or other health professional ("Provider") has asked you to read and sign this Consent before you start therapy. Please review the information. If you have any questions, contact your Provider.

THE THERAPY PROCESS

Therapy is a collaborative process where you and your Provider will work together on equal footing to achieve goals that you define. This means that you will follow a defined process supported by scientific evidence, where you and your Provider have specific rights and responsibilities. Therapy generally shows positive outcomes for individuals who follow the process. Better outcomes are often associated with a good relationship between a client and their Provider. To foster the best possible relationship, it is important you understand as much about the process before deciding to commit.

Therapy begins with the intake process: First, you will review your Provider's policies and procedures, talk about fees, identify emergency contacts, and decide if you want health insurance to pay your fees depending on your plan's benefits.

Second, you will discuss what to expect during therapy, including the type of therapy, the length of treatment, and the risks and benefits. If your Provider is practicing under the supervision of another professional, your Provider will tell you about their supervision and the name of the supervising professional.

Third, you will form a treatment plan, including the type of therapy, how often you will attend therapy, your short- and long-term goals, and the steps you will take to achieve them. Over time, you and your Provider may edit your treatment plan to be sure it describes your goals and steps you need to take.

After intake, you will attend regular therapy sessions at your Provider's office or through video, called telehealth. Participation in therapy is voluntary - you can stop at any time. At some point, you will achieve your goals. At this time, you will review your progress, identify supports that will help you maintain your progress, and discuss how to return to therapy if you need it in the future.

Meetings, Cancellations & Termination

Sessions are 50 minutes in length and the initial assessment period may take 1-3 sessions. For individuals and couples who are not using health insurance the Practice will comply with the "No Surprises Act," this will include a "Good Faith Estimate" of how often sessions might occur, how long therapy may last, and the estimated total cost to you. If after the assessment is completed or at any other time during our work together, the Provider has determined they are not able to best support you with your concerns the Provider will inform you of this and refer you to another therapist who might better meet your needs.



** Please note the Practice and the Provider do not work with clients who are court mandated or involved in non-consensual sexual behaviors (sexual offenders). The Practice can provide referrals to individuals and agencies that specialize in this form of treatment.*

IN-PERSON VISITS & SARS-CoV-2 ("COVID-19")

When guidance from public health authorities allows and your Provider offers, you can meet in-person. If you attend therapy in-person, you understand:

- You can only attend if you are symptom-free (For symptoms, see: <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>);
- If you are experiencing symptoms, you can switch to a telehealth appointment or cancel. If you need to cancel, you will not be charged a late cancellation fee.
- You must follow all safety protocols established by the practice, including:
 - Following the check-in procedure;
 - Washing or sanitizing your hands upon entering the practice;
 - Adhering to appropriate social distancing measures;
 - Wearing a mask, if required;
 - Telling your Provider if you have a high risk of exposure to COVID-19, such as through school, work, or commuting; and
 - Telling your Provider if you or someone in your home tests positive for COVID-19.
- Your Provider may be mandated to report to public health authorities if you have been in the office and have tested positive for infection. If so, your Provider may make the report without your permission, but will only share necessary information. Your Provider will never share details about your visit. Because the COVID-19 pandemic is ongoing, your ability to meet in person could change with minimal or no notice.
- By signing this Consent, you understand that you could be exposed to COVID-19 if you attend in-person sessions. If a member of the practice tests positive for COVID-19, you will be notified. If you have any questions, or if you want a copy of this policy, please ask.

TELEHEALTH SERVICES

To use telehealth, you need an internet connection and a device with a camera for video. Your Provider can explain how to log in and use any features on the telehealth platform. If telehealth is not a good fit for you, your Provider will recommend a different option.

There are some risks and benefits to using telehealth:

Risks:

- **Privacy and Confidentiality.** You may be asked to share personal information with the telehealth platform to create an account, such as your name, date of birth, location, and contact information. Your Provider carefully vets any telehealth platform to ensure your information is secured to the appropriate standards.



- Technology. At times, you could have problems with your internet, video, or sound. If you have issues during a session, your Provider will follow the backup plan that you agree to prior to sessions.
- Crisis Management. It may be difficult for your Provider to provide immediate support during an emergency or crisis. You and your Provider will develop a plan for emergencies or crises, such as choosing a local emergency contact, creating a communication plan, and making a list of local support, emergency, and crisis services.

Benefits:

- Flexibility. You can attend therapy wherever is convenient for you.
- Ease of Access. You can attend telehealth sessions without worrying about traveling, meaning you can schedule less time per session and can attend therapy during inclement weather or illness.
- Recommendations
- Make sure that other people cannot hear your conversation or see your screen during sessions.
- Do not use video or audio to record your session unless you ask your Provider for their permission in advance.
- Make sure to let your Provider know if you are not in your usual location before starting any telehealth session.

COMMUNICATION

You decide how to communicate with your Provider outside of your sessions. You have several options:

Texting/Email

- Texting and email are not secure methods of communication and should not be used to communicate personal information. You may choose to receive appointment reminders via text message or email. You should carefully consider who may have access to your text messages or emails before choosing to communicate via either method.

Secure Communication

- Secure communications are the best way to communicate personal information, though no method is entirely without risk. Your Provider will discuss options available to you. If you decide to be contacted via non-secure methods, your Provider will document this in your record.

Social Media/Review Websites

- To maintain your confidentiality & our respective privacy, should you and the Provider run into each other socially in person or online, the Provider will never acknowledge working therapeutically with you. Further, the Provider does not interact with clients on social media and does not accept friend requests on any social networking sites, and does not solicit or respond to testimonials.



- If you try to communicate with your Provider via these methods, they will not respond. This includes any form of friend or contact request, @mention, direct message, wall post, and so on. This is to protect your confidentiality and ensure appropriate boundaries in therapy.
- Your provider may publish content on various social media websites or blogs. There is no expectation that you will follow, comment on, or otherwise engage with any content. If you do choose to follow your Provider on any platform, they will not follow you back.
- If you see your Provider on any form of review website, it is not a solicitation for a review. Many such sites scrape business listings and may automatically include your Provider. If you choose to leave a review of your Provider on any website, they will not respond. While you are always free to express yourself in the manner you choose, please be aware of the potential impact on your confidentiality prior to leaving a review. It is often impossible to remove reviews later, and some sites aggregate reviews from several platforms leading to your review appearing other places without your knowledge.

FEES AND PAYMENT FOR SERVICES

You may be required to pay for services and other fees. You will be provided with these costs prior to beginning therapy, and should confirm with your insurance if part or all of these fees may be covered. You should also know about the following:

No-Show and Late Cancellation Fees

- If you are unable to make your scheduled appointment, please notify our office at least 24 hours prior to the appointment. For appointments cancelled with less than 24 hours' notice, you will be expected to pay a \$50 cancellation fee, unless we both agree that you were unable to attend due to circumstances beyond your control.**
- Cancellations made within 24 hours of the appointment should be made by phone (call or text). First sessions that are late-cancelled or no-showed will be charged a \$50 fee if you wish to reschedule.

****EMERGENCY**

- We understand that there are circumstances where providing 24 hours' notice is not possible. Emergency cancellations are accepted for illness, illness of a direct caregiver, or death in the family.

****NON-EMERGENCY**

- Non-emergencies include vacations, preplanned medical appointments, family events, parties, absent respite staff, lack of transportation, or anything that is not designated as "emergency" (see paragraph above).
- Additionally, 3 or more consecutive non-emergent cancellations and/or non-emergent cancellations within a 60-day period, it is up to the therapist discretion on whether or not to move forward with the therapeutic relationship. Please be prepared for a discussion surrounding readiness of therapy.



Balance Accrual

- Full payment is due at the time of your session. If you are unable to pay, tell your Provider. Your Provider may offer payment plans or a sliding scale. If not, your Provider may refer you to other low- or no-cost services. Any balance due will continue to be due until paid in full. If necessary, your balance may be sent to a collections service.
- If you do not pay your bill for more than 60 days and suitable arrangements for payment have not been agreed to, I have the option of using legal means to secure payment, including the use of collections agencies or small claims court.
- If such legal action is necessary, the costs of such proceedings will be included in the claim.

Administrative Fees

- Your Provider may charge administrative fees for writing a letter or report at your request; consulting with another healthcare provider or other professional outside of normal case management practices; or for preparation, travel, and attendance at a court appearance. These fees are listed in the fee agreement. Payment is due in advance.

Payment Methods

- The practice requires that you keep a valid credit or debit card on file. This card will be charged for the amount due at the time of service and for any fees you may accrue unless other arrangements have been made with the practice ahead of time. It is your responsibility to keep this information up to date, including providing new information if the card information changes or the account has insufficient funds to cover these charges.

Insurance Benefits

Before starting therapy, you should confirm with your insurance company if:

- Your benefits cover the type of therapy you will receive;
- Your benefits cover in-person and telehealth sessions;
- You may be responsible for any portion of the payment; and
- Your Provider is in-network or out-of-network.

Sharing Information with Insurance Companies

- If you choose to use insurance benefits to pay for services, you will be required to share personal information with your insurance company. Insurance companies keep personal information confidential unless they must share to act on your behalf, comply with federal or state law, or complete administrative work.

Covered and Non-Covered Services

- When your Provider is in-network, they have a contract with your insurance company. Your insurance plan may cover all or part of the cost of therapy. You are responsible for any part of this cost not covered by insurance, such as deductibles, copays, or coinsurance. You may also be responsible for any services not covered by your insurance.



- When your Provider is out-of-network, they do not have a contract with your insurance company. You can still choose to see your Provider; however, all fees will be due at the time of your session to your Provider. Your Provider will tell you if they can help you file for reimbursement from your insurance company. If your insurance company decides that they will not reimburse you, you are still responsible for the full amount.

Confidentiality

Your Provider will not disclose your personal information without your permission unless required by law. If your Provider must disclose your personal information without your permission, your Provider will only disclose the minimum necessary to satisfy the obligation. However, there are a few exceptions.

- Your Provider may speak to other healthcare providers involved in your care.
- Your Provider may speak to emergency personnel.
- If you report that another healthcare provider is engaging in inappropriate behavior, your Provider may be required to report this information to the appropriate licensing board. Your Provider will discuss making this report with you first and will only share the minimum information needed while making a report. If your Provider must share your personal information without getting your permission first, they will only share the minimum information needed. There are a few times that your Provider may not keep your personal information confidential.
- If your Provider believes there is a specific, credible threat of harm to someone else, they may be required by law or may make their own decision about whether to warn the other person and notify law enforcement. The term specific, credible threat is defined by state law. Your Provider can explain more if you have questions.
- If your Provider has reason to believe a minor or elderly individual is a victim of abuse or neglect, they are required by law to contact the appropriate authorities.
- If your Provider believes that you are at imminent risk of harming yourself, they may contact law enforcement or other crisis services. However, before contacting emergency or crisis services, your Provider will work with you to discuss other options to keep you safe.

Record Keeping

Your Provider is required to keep records about your treatment. These records help ensure the quality and continuity of your care, as well as provide evidence that the services you receive meet the appropriate standards of care. Your records are maintained in an electronic health record provided by TherapyNotes. TherapyNotes has several safety features to protect your personal information, including advanced encryption techniques to make your personal information difficult to decode, firewalls to prevent unauthorized access, and a team of professionals monitoring the system for suspicious activity. TherapyNotes keeps records of all log-ins and actions within the system.



Psychiatric Emergency Services

Because we are a small practice, we do not provide 24-hr emergency/crisis services. All phone/ email messages will be checked daily, unless otherwise stated, but are not to be used in cases of a mental health emergency. **In the case of a psychiatric emergency, call 911 or go to the nearest emergency room.** Getting support from family or friends, contacting your medication prescriber, and following any Safety Plans in place will also be essential in times of extreme distress.

Court Related & Legal Services:

Litigation Limitation

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with respect to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to DIVORCE DISPUTES, INJURIES, LAWSUITS, etc.) neither you (client) nor your attorney or anyone else acting on your behalf will call the Provider to testify in court or any other proceedings nor will a disclosure of the therapy records be requested.

Because the practice does not provide forensics services, the Provider will not appear in court on anyone's behalf and have never been successfully subpoenaed. The Provider will not provide or perform evaluations for custody, visitation, or other forensic matters. Therefore, it is understood and agreed that we cannot provide testimony or reports regarding issues of divorce, child custody, visitation, or fitness of parent in any legal matters or administrative proceedings. The Provider will provide referrals, as necessary.

If the Provider is contacted by an attorney and subpoenaed by a court order regarding your treatment, please note the following charges:

- \$1,500 retainer for any preparation or attendance at legal proceedings.
- \$200/hr. to prepare for and/or attend any legal proceedings and for all court related services.
- Court related services include talking with attorneys, writing letters, traveling to court, depositions, and court appearances.
- You will also be charged for any costs the Provider incurs responding to attorneys in your case, including fees that may be charged for legal consultation and representation by the Practice attorney, as needed.

Mediation & Arbitration

All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation before and as a precondition of the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of you (client) and the Provider. The cost of each mediation, if any, shall be split equally, unless otherwise agreed.

Feedback & Complaints



If you are unhappy with what is happening in therapy, I hope you will talk to me about it so that I can respond to your concerns seriously, and with care and respect. If you believe that I have behaved unethically, you have the right to file a formal complaint with the NYS Education Department Office of the Professions, Education Building – 2nd floor, Albany, NY 12234. or you may contact the licensing board that issued your Provider's license*, your insurance company (if applicable), or the US Department of Health and Human Services.

*<https://www.op.nysed.gov/enforcement/professional-misconduct-enforcement>

Your signature below indicates that you have carefully read and were given the opportunity to ask questions about Synergy Counseling Associates **Psychotherapy Service Agreement & Informed Consent** document; you agree to treatment and to abide by its terms during the course of treatment.

***I accept, understand, and agree to abide by the contents and terms of this initial agreement, and further consent to participate in evaluation and/or treatment.**

Print Name: _____

Signature: _____ Date: _____