

Informed Consent, Client and Therapist Rights, Fees, Cancellation Policy, and Confidentiality Practice

Please read through the following informed consent agreement. What follows is a basic understanding between client and therapist. In general, what are listed below are the responsibilities and obligations of your therapist, and also some expectations of you as the client. This document also contains important information about our professional services and business policies. Do not sign the informed consent unless you completely understand and agree to all aspects. If you have any questions, please bring this form back to your next session, so you and your therapist can go through this document in as much detail as is needed. When you sign this document, it will represent an agreement between you and your therapist.

Psychotherapy

Voluntary Participation: All clients voluntarily agree to treatment, and accordingly may terminate any time without penalty. Counseling involves a large commitment of time, money, and energy, so you should be thoughtful about the therapist you select. In the first couple of sessions, you should be deciding whether your therapist is right for you. If you feel it is not a good match, then your therapist will be happy to assist you in finding alternative therapy services.

Therapist's Rights: Your therapist reserves the right to deny treatment after reviewing initial Intake Form, after the first few sessions, or at any time during treatment, for any reason. Your therapist will communicate the decision to not provide services to you directly, and provide you with referrals for other possible therapists.

Client Involvement: All clients are expected to show up to appointments on time, prepared to focus on and discuss therapy goals and issues, and will not attend while under the influence of mood altering chemicals. All clients are expected to be open and honest so your therapist can assist you with your goals. Counseling is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for therapy to be most successful, you are encouraged to work on things you and your therapist talk about both during your sessions and at home. Inconsistent attendance can negatively affect your therapy progress.

Therapist Involvement: Your therapist will be prepared at the designated time, (barring emergencies), and will be attentive and supportive in meeting the therapy goals and do everything possible to assist you in achieving a greater sense of self-awareness and work toward helping you resolve problem areas.

Guarantees: Although the majority of people do get better in therapy, some do get worse. Accordingly, your therapist makes no guarantee of results. It is not possible to guarantee results such as: becoming happier, saving marriages, stopping drug abuse, becoming less depressed, *and so forth.*

Risks of Therapy: Just as medications sometimes causes unexpected side effects, counseling can stimulate painful memories, unanticipated changes in your life, and uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. In some cases client's symptoms become worse during the course of therapy, occasionally necessitating hospitalization. Another risk of therapy is that throughout the process of therapeutic change it is not uncommon for clients to reach a point of change where they may feel they are different and no longer able to be the same person they were upon entering therapy. At times these feelings can be unsettling.

Benefits of Therapy: The benefits of therapy can include: a higher level of functional coping, solutions to specific problems, new insights into self, more effective means of communicating in relationships, symptomatic relief, and improved self-esteem.

Counseling Approach & Theory: Your therapist generally uses a therapy approach that includes a Humanistic, Cognitive- Behavioral, and Transpersonal orientation to counseling. Your counselor focuses largely upon client responsibility in therapy, building a relationship with clients, creating a nurturing environment conducive to change, exploration of past events and how they continue to affect you today, analysis of underlying belief systems and their relation to inadequate functioning or hindrance to change, and implementation of specific emotional, cognitive, and behavioral techniques designed to aid in change toward specified goals.

Colleague Consultation: In keeping with standards of practice, your therapist may consult with other mental health professionals regarding care and management of cases. The purpose of this consultation is to ensure quality of care. Your therapist will maintain complete confidentiality and protect your identity by not using real names or any identifying information.

Meetings, Length of Therapy and Fees: Before your initial Intake Session, your therapist will ask you to fill out and submit Intake Form for your therapist to review. The Intake Form will help your therapist gain a sense of your background and therapeutic needs, which will be further discussed during your Intake Session. During your Intake Session, you and your therapist will have the chance to see if your personalities will work well together, which is essential to building a strong rapport and in-turn, beneficial therapeutic relationship. If both you and your therapist agree that you would be a good match, your therapist will schedule you for upcoming therapeutic sessions. If either you or your therapist feel uncomfortable moving forward, your therapist will be happy to provide a list of other providers.

The initial session with your therapist typically ranges from 30-60 minutes at a cost of \$60. Because your therapy sessions are your time, you are expected to come to each session with a sense of what it is you would like to discuss or work on during that particular session. Follow-up sessions typically range from 45-60 minutes at a cost of \$125 per session. Additional fees may apply for in-person sessions, which your therapist will discuss with you prior to scheduling.

Length and frequency of therapy treatment varies depending on client motivation, number and severity of issues to resolve, and work efforts outside of therapy sessions.

Payment: Payment for treatment is expected by the beginning of every session. Credit and Debit cards are accepted at this time through secure Stripe transactions. Visa, MasterCard, American Express, JCB, Discover, and Diners Club, Gift cards and prepaid cards are accepted. Cash and personal checks made payable to “Transpersonal MH Counseling Services, PLLC” also accepted.

Cancellation Policy: You can cancel or reschedule an appointment anytime, as long as you provide 24 hours notice. If you cancel an appointment with less than 24 hours notice, or fail to show up, you will be charged a \$50 fee (with exception of emergencies).

Database: Your therapist is currently offering remote-therapy through Thera-Link, which is a HIPPA compliant, and confidential virtual meeting place for you and your therapist. Payment and scheduling is also processed through this database.

Confidentiality and Privilege: The information and content shared in therapy will remain confidential, except as noted in the next section: Exceptions to Confidentiality and Privilege. Your information will not be shared with anyone without your written consent. Your information is also privileged, which means that your therapist is free from the duty to speak in court about your counseling unless you waive that right, or a judge orders it.

Exceptions to Confidentiality and Privilege: As a mandated reporter in the state of New York your therapist is legally obligated to violate confidentiality under the following circumstances: When the therapist has reason to suspect that the client has been, or is currently, involved in the abuse or neglect of child; When the therapist has reason to suspect that the client has been, or is currently, involved, in the abuse or neglect of vulnerable adults; If a client is pregnant and taking street drugs; If a client is a serious danger to themselves, i.e., if suicidal; If a client is a serious danger to someone else, i.e., if homicidal; If the courts order copies of records.

Ethical Guidelines: Your therapist follows the American Counseling Association (ACA) Ethical guidelines, which can be obtained from:
<https://www.counseling.org/resources/aca-code-of-ethics.pdf>

Disputes and Complaints: Any disputes or complaints that can not be resolved between the client, and therapist, can be directed to the New York State Department of Education:
<http://www.op.nysed.gov/opd/complain.htm#>

Health Insurance Reimbursement: While your therapist does not work directly with insurance companies, you may request a “Superbill” from your therapist for you to submit to your health insurance for out-of-network reimbursement. Please be aware that not all health insurances provide reimbursement for out-of-network mental health treatment.

Availability

Due to other obligations, your therapist may not be immediately available by phone. You are encouraged to leave a voicemail or reach your therapist via text message or email and your therapist will get back to you as soon as available. You may contact your therapist for appointment rescheduling or cancellation, or if you have any non-urgent questions that you would like clarified before your next session. Please save all other reasons for contact for your next scheduled session. In case of a mental health crisis or emergency such as suicidal and homicidal thoughts, plans, or intent, please immediately call 911.

Client Rights

To be treated with respect and dignity at all times.

You have the right to ask questions at any time and you may refuse to participate in any intervention suggested.

To be fully informed about my qualifications, training, and experience.

To discontinue treatment at any time.

Either the client or the therapist may end therapy at any time. Your voluntary involvement allows you to discontinue at any time. If your therapist feels you are no longer benefiting from therapy or your therapist feels there is a conflict in values they may discuss termination. If you desire additional counseling your therapist will provide you with a list of other mental health providers.

Limits of Confidentiality

Under most circumstances, communications between you and your therapist are (by law) confidential and may not be disclosed without permission. In a few special circumstances, information may be disclosed without permission. For example, a judge may order disclosure of information if you are involved in legal proceedings or if your treatment is court ordered. Circumstances that pose a significant, imminent threat of harm to you or someone else may also be disclosed. Disclosure of child abuse or abuse of elderly or disabled adults is required by law.

Electronic Communications

Electronic Communications cannot ensure the confidentiality of any form of communication through electronic media, including text messages. You are also advised that any email sent to a therapist via computer in a work-place environment is legally accessible by an employer. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, your therapist will do so. While your therapist may try to return messages in a timely manner, the therapist cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

CONDITIONS FOR THE USE OF EMAIL/TEXTING:

Your therapist uses reasonable means to protect the security and confidentiality of emails and texts sent and received, however, the security and confidentiality of information sent through email/texting cannot be guaranteed. Your therapist, and Transpersonal Mental Health Counseling Services, PLLC are not liable for improper disclosure of confidential information that is not caused by intentional misconduct.

Clients must acknowledge and consent to the following conditions:

- If clients choose to use email/texting for communication, they must be aware that the therapist cannot guarantee that emails/texts will be received and responded to within a particular period of time.
- When at all possible, complex or sensitive situations are encouraged to be reserved for discussion during session rather than using email/text.
- Any email or text sent or received is subject to being printed out and placed in the client's medical record.
- Therapist will not forward client's identifiable emails/texts to outside parties without the client's written consent, except as authorized by law.
- Clients should use their best judgment when considering the use of email or texts for communication of sensitive medical information. Your therapist and Transpersonal Mental Health Counseling Services, PLLC will not be responsible for the content of messages.
- Your therapist and Transpersonal Mental Health Counseling Services, PLLC are not liable for breaches of confidentiality caused by the client or any third party when using email/texting.
- The Client is responsible to follow up and/or schedule an appointment if necessary. Your therapist may also reach out to you to offer to schedule a future appointment, if you have approved for contact via call, text, or email.

Social Media Policy

Your therapist uses a professional Instagram account for educational, marketing, networking, and mental health advocacy purposes. This professional account (@transpersonal_mentalhealth) is public and may be "followed" by the general public including current and past clients.

While you may share brief social media interactions with your therapist via this professional account, both therapist and client will agree to not make any public hints in regards to the professional therapeutic relationship. This is for the protection of your (the client), and your therapist's privacy, as well as the therapeutic relationship.

If you wish to contact your therapist for reasons listed under "Electronic Communications" please use other means of contact such as email or texting.

Client Agreement

I understand that engaging in treatment may result in unforeseen outcomes, such as changes in my relationships with family members or friends. I further understand that obtaining the desired results of treatment depends on factors such as the effort I make toward changing the consistency with which I keep appointments and follow treatment recommendations, or changes in my family and other life circumstances. I understand that I am free to seek this or any other treatment elsewhere, and that part of the recommended treatment may include a referral to another provider.

My signature indicates my consent to be assessed, interviewed, and treated. I have read, understood, and agree to abide by the above guidelines regarding my client rights and responsibilities as a client, and understand the limits of confidentiality there specified. I understand and agree that I am ultimately responsible for the balance of my account for any professional services rendered. I have been given an opportunity to receive a copy of this document.

Client Name _____

Client Signature _____ Date _____

Therapist Signature _____ Date _____