

## Consent for Treatment and Limits of Liability

### Limits of Services and Assumption of Risks:

Therapy sessions carry both benefits and risks. Therapy sessions can significantly reduce the amount of distress someone is feeling, improve relationships, and/or resolve other specific issues. However, these improvements and any “cures” cannot be guaranteed for any condition due to the many variables that affect these therapy sessions. Experiencing uncomfortable feelings, discussing unpleasant situations and/or aspects of your life are considered risks of therapy sessions.

### Limits of Confidentiality:

What you discuss during your therapy session is kept confidential. No contents of the therapy sessions, whether verbal or written may be shared with another party without your written consent or the written consent of your legal guardian. The following is a list of exceptions:

**Duty to Warn and Protect:** If you disclose a plan or threat to harm yourself, the therapist must attempt to notify your family and notify legal authorities. In addition, if you disclose a plan to threaten or harm another person, the therapist is required to warn the possible victim and notify legal authorities.

**Abuse of Children and Vulnerable Adults:** If you disclose, or it is suspected, that there is abuse or harmful neglect of children or vulnerable adults (i.e. the elderly, disabled/incompetent), the therapist must report this information to the appropriate state agency and/or legal authorities.

**Prenatal Exposure to Controlled Substances:** Therapists must report any admitted prenatal exposure to controlled substances that could be harmful to the mother or the child.

**Minors/Guardianship:** Parents or legal guardians of non-emancipated minor clients have the right to access the clients' records.

**Insurance Provider:** Insurance companies and other third-party payers are given information that they request regarding service to the clients.

The type of information that may be requested includes: types of service, dates/times of service, diagnosis, treatment plan, description of impairment, progress of therapy, progress notes, summaries, etc.

*By signing below, I agree to the above assumption of risk and limits of confidentiality and understand their meanings and ramifications.*

\_\_\_\_\_  
Client Signature (Client's Parent/Guardian if under 18)

\_\_\_\_\_  
Date

## Psychotherapist–Client Service Agreement

This form has several purposes. It informs you about my procedures and policies concerning important aspects of psychotherapy; our first visit will help me get a general understanding of you or your family's situation in order to determine how I might best help you. As participation is actively encouraged in planning your counseling, please do not hesitate to ask questions.

This document is an Agreement between you and Turning Point Mental Health Counseling, PLLC. You may cancel this Agreement in writing at any time. This cancellation will be binding on Turning Point Mental Health Counseling, PLLC unless we have already relied on this Agreement to take action for non-payment of counseling services.

### **MENTAL HEALTH COUNSELING SERVICES**

Psychotherapy is collaboration between client and therapist to increase understanding and bring about change. There are many different clinical methods I may use to deal with the problems that you hope to address. Psychotherapy calls for a very active effort on your part and, for therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

**Psychotherapy can have benefits and risks.** Psychotherapy is a way of talking through your problems in order to begin resolving them. You, your child, and your family will need to take an active part in psychotherapy by working on and thinking about the things we talk about. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. These troubled feelings are normal and will be temporary, depending on the depth of your emotional difficulties and distress. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, there are no guarantees of what you will experience, and at times a psychotherapy session may leave you with unhappy feelings. I will devote my attention to ensure we maintain a safe and respectful environment to maximize the possibilities for you to achieve positive growth and healing.

**Our first few sessions will involve an evaluation of your needs.** By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should consider this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, expense, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we can discuss them when they arise. If your doubts persist, I will be happy to provide a referral to another mental health professional for a second opinion.

**Meetings/Sessions.** I normally conduct an evaluation that will last from 2 to 3 sessions. 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, we will usually schedule one 50-min. session per week on a day and time that we both agree on.

## Insurance Accepted

I currently accept MVP, Cigna, Fidelis, United Behavioral Health of New York, and EAP.

## Accepted Forms of Payment

If you do not have insurance: Payment is due at the time of service. I accept Visa, MasterCard, and Discover; if using a credit card, a 3% processing fee is applied for each session.

## Cancellation Policy and Payment of Fees

If you are unable to keep your appointment, please **provide 24-hours advance notice**. As I am unable to use this time for another client, **your credit card on file will be charged a \$60 cancellation fee**.

For last minute cancellations or missed appointments, that you are unable to reschedule during the same business week:

❖ Your credit card on file will be charged a \$60 cancellation fee for not providing 24-hours advance notice,

**- OR -**

❖ A bill for the \$60 cancellation fee will be mailed to your address on record for not providing 24-hours advance notice.

## Out of Network Insurance Benefits

My services are reimbursable by most insurance plans for out-of-network services. Please request an invoice so you can file an out-of-network insurance reimbursement claim.

## Contacting Me

My office number is 585-673-2519 however, due to my work schedule I may not be immediately available to receive or return calls. While I am usually in my office between the hours of 11a.m. and 7p.m., I do not receive calls when I am with a client. When I am unavailable, my office is equipped with confidential voicemail, which I monitor frequently throughout the day. I will make every effort to return your call within 24-hours, with the exception of weekends and holidays.

## Emergencies

As I am not available 24/7, if an emergency situation occurs and you are in immediate risk and unable to reach me, leave a detailed message, dial **911** and go to the nearest hospital emergency department. Please inform emergency room staff that you are my counseling client, sign all consent forms provided, which allows me to obtain information regarding emergency mental health assessments and/or treatment recommendations. I will be in touch with you as soon as possible.

*By signing below, I agree to Consent to Treat, Cancellation Policy and Payment of Fees.*

\_\_\_\_\_  
Client Signature (Client's Parent/Guardian if under 18)

\_\_\_\_\_  
Date