



## **Consent for Services /Consent for Psychotherapy**

Please review the information. If you have any questions, contact your therapist.

### **1. THE THERAPY PROCESS**

The therapeutic process you have taken a very positive step by deciding to seek therapy. The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc. There are no miracle cures. We cannot promise that your behavior or circumstance will change. We can promise to support you and do my very best to understand you and repeating patterns, as well as to help you clarify what it is that you want for yourself. The therapeutic relationship is unique in that it is a highly personal and at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding about how our relationship will work, and what each of us can expect. This consent will provide a clear framework for our work together.

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.



## **2. 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.

## **3. 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.

#### **4. 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.



## **5. 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 logins and actions within the system.

## **6. 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
- 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 your 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.



## **7. 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:

### **A) No-Show and Late Cancellation Fees:**

- If you are unable to attend therapy, you must contact CLEAR SKY COUNSELING SERVICES, PLLC, 24-hours before your session. Otherwise, you may subject to a \$45 No-Show fee. Insurance does not cover these fees.

### **• 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.

### **• 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.

### **B) Insurance Benefits**

- Before starting therapy, CLEAR SKY COUNSELING SERVICES, PLLC can assist to confirm with your insurance company:

- 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.

### **C) 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.
- 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.

## **8. COMPLAINTS**

If you feel your Provider has engaged in improper or unethical behavior, you can talk to them, 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.

## **9. TERMINATION**

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. Your Provider may terminate treatment after appropriate discussion with you, if determined that the psychotherapy is not being effectively used, or if you are in default on payments. We will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of termination with you. If therapy is terminated for any reason or you request another therapist, CLEAR SKY COUNSELING SERVICES, PLLC, will provide you with a list of qualified psychotherapists to treat you within the community. You may also choose someone on your own from another referral source. Should you fail to schedule an appointment for three consecutive weeks/ appointments, unless other arrangements have been made in advance, for legal and ethical reasons, we must consider the professional relationship discontinued.

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**Client Signature/Must be over the age of 12**



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**Date**