

Informed Consent and Practice Policies

Welcome, and thank you for choosing my practice to serve your therapy needs. As a participant in therapy, you have rights and responsibilities, which are outlined here. **Even though it is lengthy, it is important that you read this document thoroughly and understand it before providing your acknowledgment.** The purpose of this document is to let you know what therapy involves and to disclose the policies of my practice, so that you can make informed decisions about your involvement. Providing your acknowledgement means that you agree to these terms and conditions. If there is anything you do not understand, please let me know.

My Background

I received my Master of Science in Marriage and Family Therapy at the University of Rochester School of Medicine and Dentistry and am licensed by the State of New York to practice Marriage and Family Therapy. I am a member of the American Association of Marriage and Family Therapy (AAMFT) and follow their ethics code.

I have spent thousands of hours doing therapy with people from all walks of life. Marriage and Family Therapists (MFTs) specialize in relational systems, which means that we consider clients' lives in the context of the complexities that surround them. In this way, our methodology can be applied just as effectively to individuals as they can to people in relationships and families. My website describes my approach in more detail.

Illness

I will not attend an in-person session if I have a communicable illness and expect that clients are free from communicable illness at the time of their session. Appointments affected by illness may be rescheduled or switched to teletherapy if symptoms allow for meaningful participation. Please note that as a private entity I can set my own conditions regarding illness and they may be stricter than guidelines set forth by governing bodies. These conditions may change; reminders of health requirements are stated on the Make Appointment page on my website and should be reviewed before scheduling.

Benefits and Risks of Therapy

Research shows that talk therapy can help people with mental health conditions, troublesome relationships, disturbing feelings, or difficulties that prevent them from being satisfied, functional, or successful in their daily lives or social environment. Knowing your rights and responsibilities is important for your success. You have the right to have the course of your treatment, and the associated risks and benefits, explained to you.

You are making a brave choice to take a bold journey. Therapy is a powerful tool for helping people explore their emotions, choices, relationships, and life path. It is also a research-proven way to treat mental health diagnoses. I believe your diagnoses do not define you, and they do not define your journey in therapy. We will

find our own path to your best self - outside of any labels. During therapy, we will work together to discover goals for your treatment. As your therapist, I will use the skills I have learned in my training and experiences with clients to help you access your inner strengths and make use of other resources you may have. This can result in positive, lasting changes that can help you achieve your goals and improve your quality of life.

Therapy has many benefits, including improvement in relationships, reduction in stress and anxiety, more comfort in social or work environments, better understanding of the self, and better control over symptoms of mental health conditions. It is my hope that our conversations can be enlightened and rich, with the right amount of challenge and development.

However, it is important to acknowledge that therapy can also be difficult, and there is no guarantee that therapy will “make everything better.” During our discussions, memories or the experiences we talk about may trigger strong negative emotions such as sadness, fear, anger, guilt or shame. Your relationships and interactions with others might become strained or change in nature. At times, people may feel overwhelmed or defeated. Even though these difficulties may arise, they are not indicative of failure. Recognizing their presence and developing skills to deal with them is an essential component of your growth in therapy.

If you are experiencing thoughts of suicide, or have attempted suicide in the past, there could be enduring risks while in treatment. People with prior attempts are at the greatest risk. Various mental health conditions and symptom presentations carry increased risk of attempts and death. These increased risk factors can be carried into and persist throughout the course of treatment. Therapy has been shown to be effective at reducing suicidal thoughts and repeat attempts, but there is no guarantee it will ensure your safety. Many people are hesitant or scared to talk about self-harm, and it requires a great deal of trust to discuss. Therapy can involve processing difficult subject matter, and it is important to share thoughts and feelings about self-harm. We can work to build and reinforce skills to deal with complex emotions. My hope is that you place therapy among your trusted environments so you can be direct and specific when you are feeling unstable, emotional or otherwise. The effectiveness of risk-reducing interventions can be reduced without open communication. Experiencing distress in your life can increase your risk of self-harm, and you may feel distant from safe discussion places such as the therapy environment. We can work together to create a crisis response plan that will include steps to take, resources to use, and people to contact if you are feeling unstable or in crisis outside of the therapy setting. This plan would be a very important part of your treatment and you could be greater risk if you choose not to use it. We would talk through the parts of the plan to make sure they are realistic and meet your needs as best as possible. If you are in crisis and need immediate support, you can contact the Suicide and Crisis Hotline at 988 or <https://988lifeline.org/>.

A safety plan can also be developed in the case of Domestic Violence. However, I am not an abuse counselor and am not a mandated reporter of abuse between adults. Many people do not realize they are in Domestic Violence situations because they are not exposed to physical or emotional violence. However, DV can also present as more subtle things like controlling behavior, financial manipulation, or stalking. If you or people you care about are experiencing abuse or are being harmed or threatened in any manner, you should contact law enforcement or one of the specialized abuse resources in the community. A list of local resources is available via paper or download from my website. We can coordinate your treatment with any outside resources you may be using. If you need immediate assistance or resources, you can contact the National Domestic Violence Hotline at 800.799.7233 or <https://www.thehotline.org/>.

Please refer to the Confidentiality section below for special rules regarding harm and self-harm.

Participation

Participating in therapy is a free choice and individually and independently decided. I will not conduct a session with a person who has been compelled to participate in therapy unless their compulsion is a condition of involvement with courts of law. You can end therapy at any time with or without telling me the reason. I will provide you with a referral to another therapist if you wish.

I am trained in a wide variety of therapy techniques and have experience in a substantial range of subject matter. However, it is important for me to know the limits of my scope. There are situations in which presenting issues could be better served by a specialty therapist. A presentation might be or become severe enough that I cannot provide the appropriate time or resource commitment for responsible care. My approach or style may not be effective. In these types of situations, I may refer to another therapist or level of care.

It is my policy to see minor children only in the context of family therapy. I will not accept a minor child as a primary client, and I will not engage in treatment involving a minor child without the consistent, direct, and active participation of a parent, legally responsible adult family member, or individual with appropriate legal guardian status. All parties with legal decision-making power must be informed of a minor's participation even if they are not a direct part of therapy.

I will not conduct a session with a client whose cognitive ability or emotional stability is artificially impaired, regardless of the legality of the substance causing the impairment. I cannot provide substance abuse treatment or medication management. If you are having difficulty controlling your use of substances, we can coordinate with community resources to help. If your medications are causing negative cognitive side effects, we can coordinate with your doctor to help. Determination of impairment is at my discretion. You will be liable for the full session fee if we must stop due to substance impairment.

I cannot conduct therapy in situations that create a "dual relationship." This means I cannot treat people with whom I have more than just a therapeutic relationship, such as family, friends, or people who provide me with professional services. A dual relationship may also be formed by accepting more than one member of a group of closely-knit people as separate clients. However, this is not always the case. Determination is complex and is made on an individual basis informed by professional discretion. The dual relationship guidelines do not apply to people participating in couple and family therapy together as one unit.

My license is valid solely in New York State and I am restricted by law to practice in New York only. New York State law requires that you and the participants in your therapy sessions be physically present in New York State during our sessions, even for teletherapy sessions. The law provides no exception for vacations or other presences outside the state.

To be successful, therapy can require significant effort and time commitment. Among other things, this can include careful consideration of situations, evaluation of thoughts and choices, and making changes to behaviors. You control your participation in activities and treatment. There is no formula to determine the amount of time spent in therapy or the frequency of appointments.

Sometimes, brief therapy may be suitable and consist of a small number of sessions. Long term therapy may consist of considerably more sessions or be spread out over a longer time. Ongoing therapy can help maintain stability and can continue without definition in an open-ended fashion.

Therapy is only successful with your active participation, both in and outside the therapy environment. Choosing to not adopt change or not following through with tasks may undermine your success or extend the amount of time required for progress. If you learn something or have an exercise to try out, it is important to make an effort between sessions. A month has about 730 hours – even if you came to therapy every week, you would spend less than 0.05% of your time in therapy. Your life happens when you aren't spending time with me; make your hard work count!

If you repeatedly miss appointments without reasonable cause or notice, you may be asked to discontinue.

Non-Discrimination / Non-Harassment

Therapy services are provided without regard to race, color, national origin, religion, creed, gender, gender identity, sexual orientation, age, disability, health status, relationship status, socioeconomic status, veteran status, or any other legally protected status. You have the right to a safe, professional environment free of any unwanted contact. I will not pursue social media, social, romantic, or sexual relationships with clients. I am bound by the ethical code set forth by the AAMFT. This code can be viewed at the following URL:

www.aamft.org/jimis15/aamft/content/legal_ethics/code_of_ethics.aspx

Confidentiality

Session content is strictly confidential with a limited number of exceptions:

1. If I determine that there is a significant, specific, or immediate risk of you harming yourself or others, I am required by law to tell other people about the situation to make sure everyone is safe. If the danger is to yourself, persons informed may include other health care providers, emergency contacts, family members, people listed in your crisis response plan, crisis intervention services, or law enforcement officials. If the danger is to another specific person, I am required to notify law enforcement officials and attempt to notify the other person.

Therapists are trained to recognize signs of risk for harm. However, if you are not in my physical presence, (such as during teletherapy, phone, or SMS interaction) my ability to determine the degree of risk is limited. If I have concerns about your state of being, I will rely on my impression of whatever direct communication we have, and possibly your behaviors and statements as reported by others, to determine if safety intervention is warranted. If I am unable to confidently establish your safety, I will engage resources that can come to your location and do an independent in-person assessment. You may incur a fee from the provider of this intervention.

2. Abuse suspicion. If I suspect abuse or neglect of “minor child” (under the age of 18), or a “vulnerable person” as defined by NYS (elderly, physically or cognitively disabled), I am required by law to report this information to the appropriate legal authorities. Please note that the law does not require substantiation or proof – only reasonable suspicion. Although we receive training on mandated reporting, every situation is unique. In general, I will discuss reporting with you unless I feel the child or vulnerable person would be at increased risk by doing so.

3. I am required to respond to legitimate requests issued by courts of law by providing the information requested. In such a case I will release the minimum amount of information possible.
4. In the case of a “minor child” (person under the age of 18), parents or legal guardians may look at any records I keep and be informed as to the course of care. Before we start therapy, I will talk to adults and children about confidentiality and what it means to the course of care and the therapeutic relationship. In general, I will release the minimum amount of information such that adults are at ease with treatment, but the minor’s privacy is respected. At my discretion, I may keep session content private, including things that a parent/guardian may disapprove of, unless I think the minor is at significant risk. Careful disclosure is an important step in helping parents and children talk to each other. We can talk about some examples of what this might be like during your first session.

There are other times sharing information may be helpful:

1. Talking with your other care providers can be important. I will ask for your written permission before doing this. Although I may offer suggestions, the amount and type of information to be shared is determined by you.
2. If you are involved in therapy with more than one person, sometimes I may see you or those other people separately as a function of supporting relationships. What we talk about in these individual sessions is confidential and cannot be told to the other people in therapy unless you give your permission. However, you should understand that limiting disclosure can block the success of therapy. We will work together to figure out what information should be disclosed and how to disclose it.
3. Therapists are life-long learners. I may consult with colleagues and professionals in the field of psychotherapy regarding approaches to care. The purpose of these consultations is to foster my ongoing growth as a therapist, which also includes training and professional development. Discussions and disclosure will not reveal your identity, the identity of specific persons related to your life, or details of your life that enable your identification.

You can be proud of engaging in therapy! However, you have the right to keep the fact that you are in therapy private. To protect your privacy, if we encounter each other outside of a therapy setting, you are not obligated in any way to interact with me. I will not acknowledge you unless you approach me first. If you do approach me, I will not tell anyone that might be accompanying either of us what our relationship is unless you reveal it first. I will not reveal, confirm, or deny the reason you are attending therapy. Generally, I will not introduce you to people that are with me. Please understand these behaviors are to protect your rights as a client and are not intended to be rude, dismissive, or inconsiderate.

I will not contact any person regarding your appointments without your permission. I will not send letters without your permission. Phone messages will be limited to scheduling purposes, or callback requests.

The information I collect may include contact information, demographic information, billing information, treatment plans, progress notes, transcripts of communication, emails, release and consent forms, diagnoses, and records provided by other providers. Any identifiable paper records are destroyed after their transfer to a digital system. You have the right to receive, within 30 days, a copy of any records I may keep, aside from “personal therapy notes,” for which New York State and HIPAA provide an exception. “Personal therapy notes” are defined as “the personal notes of the therapist, intended to help him or her recall the therapy

discussion;” these are the notes you will see me write in my notebook. Though not required, I may choose to release some of this information at my discretion. Treat any released information with care; confidentiality is your responsibility too.

The technology and methods I use are HIPAA and GDPR compliant. The devices I use have encrypted storage and I use password, PIN, or biometric access to control devices access.

Scheduling

Session frequency will be determined based on a collaborative discussion regarding goals and expectations and can be altered as therapy progresses.

Appointments may be scheduled between 36 hours and one month in advance. You may schedule via the “Make Appointment” link on my website, <https://rochestertherapy.net/appointment>. The online system is updated with my most current availability. If you are unable to access this resource, you may schedule via phone. Please do not use email or the form in the Contact section of the website to schedule appointments. Appointments scheduled via the online system will create an email confirming your appointment and send an additional reminder one day prior to your appointment. You can use the link provided in the email to update or cancel your appointment up to 36 hours prior. Changes or cancellations less than 36 hours require phone or email confirmation.

In the case of adverse weather, in-person sessions may be cancelled, rescheduled, or converted to teletherapy (when possible). I reserve the right to cancel or reschedule appointments due to other unforeseen circumstances. If this situation occurs less than 24 hours before your appointment you will receive a discount on your next session equal to one half of your standard session fee. If I fail to attend a session due to a scheduling error on my part, the replacement session will be provided free of charge. I cannot guarantee the quality or technical functionality of a Video Telehealth Session. In cases of extreme technical difficulty, or connectivity disruption lasting more than 15 minutes, the session will be halted and there will be no charge.

I will be unavailable during the following holidays. “Weekend” refers to Friday, Saturday, Sunday and Monday. New Year’s Eve, New Year’s Day, Easter Weekend, Mother’s Day Weekend, Memorial Day Weekend, Father’s Day Weekend, Independence Day, Labor Day Weekend, Halloween, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, Christmas Day, and Boxing Day. Apart from these days, I may take vacations, during which I may have limited availability. I consider myself to be on vacation if I am out of the office for more than four consecutive days. The online system is updated with my most current availability.

Please provide 24 hours’ notice if you are unable to attend a scheduled session. You are liable for the full session fee if adequate notice is not given. This fee is due prior to, or at, your next session. If there are no further sessions, I will provide an invoice that can be paid with any of the accepted methods. I may waive the fee at my discretion; however, I reserve the right to refer unpaid balances to collection agencies.

Rates and Payment

My current rate is \$95.00 per hour, regardless of configuration or number of people attending. Standard session lengths are 1 hour and 1.5 hours.

If your income is very limited, or your financial situation changes drastically, fees may be reduced. The standard hardship rate is \$50.00 per hour. I may choose to offer a larger discount at my discretion. Hardship discounts are valid for a period of 60 days, which may be extended at my discretion. Qualification for this courtesy is by “the honor system;” please be conscientious of how you use it. A discount of 15% is available for undergraduate and graduate students. You may be asked to provide proof of your status as a student. I may also offer payment plans at my discretion. A separate Fee Agreement may be issued to record discounts and fee arrangements.

I accept Cash, Visa, MasterCard, American Express, Discover, Samsung Pay, Apple Pay, and Android Pay. I do not accept PayPal or Venmo due to HIPAA compliance concerns. I cannot barter or receive gifts for services as a form of payment. Payment is expected at the time of service. Online payments can be made at <https://rochestertherapy.net/payment>. If desired, receipts are provided electronically.

My services are HSA/FSA approved expenditures. I do not directly bill insurance; however, you may be able to submit a receipt to your insurance provider for Out-of-Network provider reimbursement. Contact your insurance carrier if you wish to explore this option. I am unable to offer custom invoices for insurance providers. I cannot guarantee that I will be able to meet requirements set forth by any insurance company.

Contact

You can reach me by phone at 585.358.0258. If I am unable to answer, please leave a message. Voice mail is secure and confidential. You can contact me via FAX at 585.304.7450. I am also able to communicate via SMS/MMS. Please keep in mind any interactions may become part of your record – content should be carefully considered. Although my phone and contact storage are secured and encrypted, standard SMS transmissions are not sent in an encrypted format.

My email address is jason@rochestertherapy.net. Encryption of email containing PHI (Protected Health Information) or other sensitive information is highly recommended. Encrypted email chains, if requested, must be originated by me; I will send the first email and all further messages connected to that email will be encrypted. If you choose to send me an email outside of this process, it will not be protected by encryption. Depending on your email system, you may not be able to view encrypted emails directly in your inbox. In this case you will be required to use a secure web link to access the content. Functionality may be limited on a mobile device. Please indicate your preference regarding encryption in the Acknowledgement section. Confidentiality and privacy are your responsibility too! Use best judgment with all communication methods.

Phone, text, and email contact are free of charge but are best for basic information exchange and brief discussion and are not meant to constitute a session. If conversations via these methods are extensive or frequent, we may need to discuss increasing the frequency of your sessions. I may defer a conversation held via phone, text, or email to your next session at my discretion.

I am typically available from 9:00 AM until 9:00 PM, seven days per week. I will typically respond to communication within 24 hours, apart from the previously named holidays and vacations. I do not provide a priority response to messaging. These availabilities are subject to change.

If you have an emergency or crisis that affects your safety or the safety of another person, please call 911. Do not wait for me to respond.

Acknowledgement – REFERENCE ONLY - THIS SECTION COMPLETED ONLINE

I understand my rights and obligations as presented to me in the Informed Consent and Practice Policies document. Information I have provided at the time of my entry into therapy is accurate and as complete as possible. I have been provided with information about the benefits and risks of therapy. I have received information about fees, payment and scheduling. My signature establishes my informed consent and willingness to engage in treatment.

Client

Date

Printed Name

Signature

List the names and ages of any children under the age of 18 who will be involved in therapy:

I certify that I am legally able to make mental health care decisions for the child(ren) listed. I understand the treatment of confidential information provided by children during the course of therapy.

Printed Name

Signature

Date

Optional

Always require encryption when communicating via email. I understand selecting this option may present technical challenges.

Scan the QR code or click [here](#) to fill out this form online.



~ Please retain a copy of this document for your records. ~