



MARRIAGE & FAMILY THERAPY
of WESTERN NEW YORK

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**Office Policies and General Information Agreement for Psychotherapy
Services
and Informed Consent for Psychotherapy**

This form provides you, the client, with information that is additional to that detailed in the Notice of Privacy Practices and it is subject to HIPAA preemptive analysis.

CONFIDENTIALITY

All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except when disclosure is required by law.

WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW

Some of the circumstances where disclosure is required or may be required by law are as follows: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate to your Therapist at Marriage and Family Therapy of Western New York that the client presents a danger to others. Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by your therapist. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply: your therapist will use his/her clinical judgment when revealing such information. The therapist will not release records to any outside party unless s/he is authorized to do so by all adult parties who were part of the family therapy, couple therapy, or other treatment that involved more than one adult client.

EMERGENCY

If there is an emergency during therapy, or in the future after termination, where your Therapist becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, s/he will do whatever s/he can, within the limits of the law, to prevent you from injuring

yourself or others and to ensure that you receive the proper medical care. For this purpose, s/he may also contact the person whose name you have provided on the biographical sheet.

HEALTH INSURANCE AND CONFIDENTIALITY OF RECORDS

Therapists at Marriage and Family Therapy of Western New York do not submit claims to insurance companies; rather, we accept payment by cash, check, or credit card, and if you choose to submit our receipts to your insurance company for reimbursement, we are happy to provide the information required.

In order for sessions to be reimbursed by an insurance company, one member of the couple or family will require a mental health diagnosis. Because much of the work done here is relational in nature, we believe diagnosing an individual simply for the purpose of insurance reimbursement is inappropriate. You must also be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or future capacity to obtain health or life insurance, or even a job. The risk stems from the fact that mental health information is likely to be entered into insurance companies' computers, and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

LITIGATION LIMITATION

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard 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 and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your behalf will call on the Therapist to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

CONSULTATION

Therapists at Marriage and Family Therapy of Western New York consult regularly with other professionals regarding their clients; however, each client's identity remains completely anonymous and confidentiality is fully maintained.

EMAILS, CELL PHONES, COMPUTERS, AND FAXES

It is very important to be aware that computers and email communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Faxes can easily be sent erroneously to the wrong address. Emails, in particular, are vulnerable to unauthorized access due to the fact that Internet servers have unlimited and direct access to all emails that go through them. It is important that you be aware that emails, faxes, and important texts are part of the medical record. Additionally, Marriage and Family Therapy of Western New York's emails are not encrypted. The computers are equipped with a firewall, a virus protection, and a password, and we also back up all confidential information from the computers on a regular basis. Please notify the therapist if you decide to avoid or limit in any way the use of any or all communication devices, such as email, cell phone, or faxes. If you communicate confidential or private information via email, Marriage and Family of Westerns New York will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and will honor your desire to communicate on such matters via email. Please do not use email or faxes for emergencies.

RECORDS AND YOUR RIGHT TO REVIEW THEM

Both the law and the standards of the profession require that Marriage and Family Therapy of Western New York keep treatment records for at least seven years. Unless otherwise agreed to be necessary, we retain clinical records only as long as is mandated by New York State law. If you have concerns regarding the treatment records, please discuss them with your therapist. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances, or when the therapist assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases or couple or family therapy, the therapist will release records only with the signed authorization from all the adults (or all those who legally can authorize such a release) involved in treatment.

TELEPHONE AND EMERGENCY PROCEDURES

If you need to contact your therapist between sessions, please leave a message on the office voice mail, (716) 241-1524, and your call will be returned as soon as possible. We return messages within 48 hours unless it is on the weekends. If an emergency situation arises, indicate it clearly in your message, and if you need to talk to someone right away, call Crisis Services at (716) 834-3131 (a 24 hour crisis line), or the police at 911. Please do not use email or faxes for emergencies.

PAYMENTS AND INSURANCE REIMBURSEMENT

Clients are expected to pay the standard fee of \$150.00 per hour session at the end of each session. Telephone conversations, site visits, writing and reading of reports, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify Marriage and Family Therapy of Western New York if any problems arise during the course of therapy regarding your ability to make timely payments.

We do not bill insurance companies. If you would like to use insurance, you will need to check with them to be sure that you have "out-of-network" benefits as part of your plan. If this is the case, you will be expected to pay the therapist directly after each visit, and you will be supplied, on a monthly basis, with an invoice that includes the information the insurance company is likely to need in order to reimburse you. As was indicated in the section *Health Insurance and Confidentiality of Records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/problems/conditions that are dealt with in psychotherapy are reimbursed by insurance companies. In addition, insurance companies require a mental health diagnosis, which is often not relevant in the context of marriage and family therapy. In that circumstance, you and your therapist will talk together about the diagnosis that will be listed on your invoice and why it has been chosen. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid), and there is no written agreement on a payment plan, Marriage and Family Therapy of Western New York can use legal or other means (courts, collection agencies, etc.) to obtain payment.

MEDIATION AND 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 pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Marriage and Family Therapy of Western New York and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Erie County, New York, in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Marriage and Family Therapy of Western New York can use legal means (court, collection agency, etc.) to

obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE

Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior. The therapist will ask for your feedback and views on therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. You have the right to ask questions about any of the procedures used in the course of your therapy. I will explain my customary approach and methods to you.

During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. The therapist may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. When working with children, behavioral symptoms often increase before positive changes occur. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. Therapists at Marriage and Family Therapy of Western New York do not provide medication, prescription recommendation, psychological testing nor legal advice, as these activities do not fall within Marriage and Family Therapy of Western New York's scope of practice.

TERMINATION

As set forth above, after the first couple of meetings, the therapist will assess if s/he can be of benefit to you. The therapist does not accept clients who, in his/her opinion, they cannot help. In such a case, Marriage and Family Therapy of Western New York will give you a list of referrals that you can contact. If, at any point in psychotherapy, the therapist assesses that s/he is not effective in helping you reach your therapeutic goals, s/he is obligated to discuss it with you, and, if appropriate, to terminate treatment. In such a case, s/he will give you a number of referrals that may be of help to you. If you request it and authorize it in writing, the therapist will talk with the psychotherapist of your choice in order to help with the transition. If, at any time, you want another professional's opinion or wish to consult with another therapist, the therapist will assist you with referrals, and if s/he has your written consent, they will provide him/her with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, and if appropriate, the therapist will offer to provide you with names of other qualified professionals.

DUAL RELATIONSHIPS

Despite a popular perception, not all dual relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs the therapist's objectivity, clinical judgment, or can be exploitative in nature. The therapist will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. It is important to realize that in some communities, particularly small towns, military bases, university campuses, etc., multiple relationships are either unavoidable or expected. The

therapist will never acknowledge working with anyone without his/her written permission. Many clients have chosen Marriage and Family Therapy of Western New York because they know one of the therapists before they entered therapy, and/or are personally aware of his/her professional work and achievements. Nevertheless, the therapist will discuss with you the often-existing complexities, potential benefits, and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it, and often it is impossible to know which ahead of time. It is your responsibility to advise the therapist if the dual or multiple relationships become uncomfortable for you in any way. The therapist will always listen carefully and respond to your feedback, and will discontinue the dual relationship if s/he finds it interfering with the effectiveness of the therapy or your welfare. Of course, you can do the same at any time.

MINORS IN THERAPY

If you are under eighteen years of age, please be aware that the law may give your parents or guardians the right to obtain information about your treatment and/or examine your treatment records. It is Marriage and Family Therapy of Western New York's policy that our therapists request a written agreement from your parents or guardians indicating that they consent to give up access to such information. If they agree, the therapist will provide them only with general information about your work together, subject to your approval. In addition, if the therapist feels there is a high risk that you will seriously harm yourself or others, s/he will involve parents or guardians. Before giving them any verbal or written information, she will discuss the matter with you, if possible. The therapist will do the best s/he can to resolve any differences that you and the therapist may have about what s/he is prepared to discuss. Bear in mind that many issues minors wish to discuss with a therapist are best resolved with the involvement of their parents. While the therapist will not speak to parents or guardians without a minor's consent (except in the case of risk of harm to self or others), there may be times in which the therapist will encourage the minor to discuss topics with their parents, even if the minor does not initially feel this would be beneficial.

SOCIAL NETWORKING AND INTERNET SEARCHES

Therapists at Marriage and Family Therapy of Western New York do not accept friend requests from current or former clients on social networking sites, such as Facebook. We believe that adding clients as friends on these sites and/or communicating via such sites is likely to compromise clients' confidentiality. For this same reason, we request that clients not communicate with a therapist via any social networking sites.

CANCELLATION

Since the scheduling of an appointment involves the reservation of a time specifically for you, a minimum of 24 hours' notice is required for re-scheduling or cancelling an appointment. Unless we reach a different agreement, the full charge for the session (\$150) will be charged for sessions missed without such notification.

I have read the above Office Policies and General Information Agreement for Psychotherapy Services and Informed Consent for Psychotherapy carefully; I understand them and agree to comply with them:

Client's Name (print) _____

Signature: _____ Date: _____

Client's Name (print) _____

Signature: _____ Date: _____

Parent/Guardian's Name (print) _____

Signature: _____ Date: _____

Therapist's Name (print) _____

Signature: _____ Date: _____

**Marriage and
Family Therapy
of Western New York**
PLLC

5586 Main St. #206
Williamsville, NY 14221
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CREDIT CARD AUTHORIZATION

Please complete the following information. This form will be securely stored in your clinical file and may be updated upon request at any time. **ALL clients are required to have a valid Credit Card Authorization on file.** This is to ensure payment of services rendered.

I, _____, authorize Marriage and Family Therapy of Western New York, PLLC to charge my credit card for professional services and understand and agree that my card will or could be charged for the following:

- Recurring charges in the amount of \$150.00 per hour for services provided.
- Cancellations with less than 24 hours' notice.
- Appointments I miss without notice (no-shows).
- Services provided after retainer is paid that are in addition to those covered by retainer
- I will not dispute charges ("charge back") for sessions I have received or appointments I missed according to the missed or cancelled appointment policy.

Card Type: ___ Visa ___ MasterCard ___ Discover ___ American Express

Card #: _____ Expiration Date: _____ Security Code: _____

Name on Card: _____

Email Address: _____

Billing Zip Code: _____

 Client Name (Parent or Guardian-Print)

Client Signature (Parent or Guardian)

Date

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

State and Federal laws require us to maintain the privacy of your health information and to inform you about our privacy practices by providing you with this Notice. We must follow the privacy practices as described below. This Notice takes effect on September 17, 2014 and will remain in effect until we amend or replace it.

It is our right to change our privacy practices provided law permits the changes. Before we make a significant change, this Notice will be amended to reflect the changes and we will make the new Notice available upon request. We reserve the right to make any changes in our privacy practices and the new terms of our Notice effective for all health information maintained, created, and/or received by us before the date changes were made.

You may request a copy of our Privacy Notice at any time by contacting one of us.

TYPICAL USES AND DISCLOSURES OF HEALTH INFORMATION

We will keep your health information confidential, using it only for the following purposes:

Treatment: We may use your health information to provide you with our professional services. We have established "minimum necessary or need to know" standards that limit various staff members' access to your health information according to their primary job functions. Everyone on our staff is required to sign a confidentiality agreement.

Disclosure: We may disclose and/or share your healthcare information with other healthcare professionals who provide treatment and/or service to you. These professionals will have a privacy and confidentiality policy like this one. Health information about you may also be disclosed to your family, friends, and/or other persons you choose to involve in your care, only if you agree that we may do so.

Payment: We may use or disclose your health information to seek payment for services we provide to you. This disclosure involves our business office staff and may include insurance organizations or other businesses that may become involved in the process of mailing statements and/or collecting unpaid balances.

Emergencies: We may use and disclose your health information to notify, or assist in the notification of a family member or anyone responsible for your care, in case of any emergency involving your care, your location, your general condition or death. If at all possible, we will provide you with an opportunity to object to this use or disclosure. Under emergency conditions or if you are incapacitated, we will use our professional judgment to disclose only that information directly relevant to your care.

Healthcare Operations: We may use and disclose your health information to keep our practice operable. Examples of personnel who may have access to this information include, but are not limited to, our medical records staff, outside health or management reviewers, and individuals performing similar activities.

Required by Law: We may use and disclose your health information when we are required to do so by law (Court or administrative orders, subpoena, discovery request, or other lawful processes). We may use and disclose your health information when requested by national security, intelligence, and other State and Federal officials, and/or if you are an inmate or otherwise under the custody of law enforcement.

Abuse or Neglect: We may use and disclose your health information to appropriate authorities if we reasonably believe that you are a possible victim of abuse, neglect, or domestic violence, or the possible victim of other crimes. This information will be disclosed only to the extent necessary to prevent a serious threat to your health or safety or that of others.

Public Health Responsibilities: We may use and disclose your health information to report reactions to medications, disease/infection exposure, and to prevent and control disease, injury and/or disability.

Marketing Health-Related Services: We will NOT use your health information for marketing purposes unless we have your written authorization to do so.

National Security: The health information of armed forces personnel may be disclosed to military authorities under certain circumstances. If the information is required for lawful intelligence, counterintelligence, or other national security measures, we may disclose it to authorized officials.

Appointment Reminders: We may use and disclose your health information to provide you with appointment reminders, including but not limited to voice mail messages, postcards, or letters.

YOUR PRIVACY RIGHTS AS OUR PATIENT

Access: Upon written request, you have the right to inspect and get copies of your health information (and that of an individual for whom you are a legal guardian). There will be some limited exceptions. If you wish to examine your health information, you will need to complete and submit an appropriate request form. Contact us for a copy of the request form. You may also request access by sending us a letter to the address above. Once approved, an appointment can be made to review your records. There may be a charge of \$0.50 per page for copies, and postage will be charged if you want the

copies mailed to you or someone else.

Amendment: You have the right to amend your healthcare information, if you feel it is inaccurate or incomplete. Your request must be in writing and must include an explanation of why the information should be amended. Under certain circumstances, your request may be denied.

Non-routine Disclosures: You have a right to receive a list of non-routine disclosures we have made of your healthcare information. When we make a routine disclosure of your information to a professional for treatment and/or payment purposes, we do not keep a record of such routine disclosures; therefore, these are not available. You have the right to a list of instances in which we, or our business associates, disclosed information for reasons other than treatment, payment or healthcare operations.

Restrictions: You have a right to request that we place additional restrictions on our use or disclosure of your health information. We do not have to agree to these additional restrictions, but if we do, we will abide by our agreement, except in emergencies. Please let us know, in writing, if you want to further restrict access to your health information.

QUESTIONS AND COMPLAINTS

You have the right to file a complaint with us if you feel we have not complied with our Privacy Policies. If you feel we have violated your privacy rights, or if you disagree with a decision we made regarding access to your health information, you may complain to us, in writing. We support your right to the privacy of your information and we will not retaliate in any way if you choose to file a complaint with us or with the New York State Licensure Board, or with the U.S. Department of Health and Human Services.