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**COUNSELOR-CLIENT SERVICES AGREEMENT**

Welcome to Supportive Solutions Mental Health Counseling, PLLC (“Supportive Solutions Counseling” or “SSC”). Please read this document carefully and keep it where you can find it. This document (the Agreement) contains important information about the professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that we provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledgment that we have provided you with this information at or before the first session. Although these documents are long and sometimes complex, it is very important that you read them carefully before your first session. Your therapist and you can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between you and your therapist. Please bring the signed agreement with you to your first appointment, your therapist will make a copy for you (upon request) and maintain the original in your file. You may revoke this Agreement in writing at any time. That revocation will be binding on your therapist unless she/he has taken action in reliance on it; if there are obligations imposed by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

**NOTICE: Safety Precautions in Effect during the COVID-19 Pandemic**

**Supportive Solutions Mental Health Counseling, PLLC is taking the following precautions to protect our patients and help slow the spread of the coronavirus:**

**Clients will wait in their vehicles until their designated appointment time (therapist will come to get client at side door of the building). Clients will not touch door handles or elevator buttons – only therapists will touch these commonly touch surfaces – and sanitize immediate following contact.**

**All therapists, staff and clients will wear face coverings in the building at all times. The Harlem Road Community Center mandates that all people who enter the building wear a face covering (covering both nose and mouth).**

**My staff maintains safe distancing (at least 6 feet) in the building and our offices.**

** All clients and therapists that have decided to return to in-person counseling services will sign an agreement before face-to-face services can resume and report temperatures to therapists before the start of each session.**

**Hand sanitizers that contain at least 60% alcohol are available in all offices.**

**Therapists will schedule appointments at intervals to minimize the number of people in the parking lot.**

**We ask all clients to wait in their cars until no earlier than 5 minutes before their appointment times.**

**Credit card pads, pens and other areas that are commonly touched surfaces are thoroughly sanitized after each use.**

**Physical contact is not permitted (no hand-shaking, elbow bumping, etc).**

**Tissues and trash bins are easily accessed. Trash is disposed of on a nightly basis by Town of Amherst maintenance staff.**

**Common areas such as plastic chairs, door handles, pens, etc. will be disinfected thoroughly (with EDA approved disinfectant) between EVERY client appointment. Each therapist is responsible for doing the cleaning between client sessions.**

**COUNSELING AND PSYCHOTHERAPY SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the counselor/therapist and client, and the particular problems that you are experiencing. There are many different methods your therapist may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on the client’s part. In order for the therapy to be most successful, you will have to work on things both during your sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, anger, guilt, frustration, loneliness and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, trauma resolution and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

The first 1-3 sessions will involve an evaluation of your needs. By the end of the evaluation, your therapist will be able to offer you some first impressions of what your work will include and a treatment plan to follow, if you decide to continue therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with your therapist. If you have any questions about the procedures, you should discuss them whenever they arise. If your doubt persists, our practice will be happy to help you set up a meeting with another mental health professional for a second opinion.

**MEETINGS**

If you decide to begin and continue therapy, you therapist will usually schedule one 45-50 minute session per week at a time you agree on, although some sessions may be more or less frequent depending on your individual situation. **We do understand that emergencies happen, and that they can happen from our end as well.  However, your time has been expressly reserved for you and, to that end, you will be charged a flat $40.00 ($25.00 if you are seeing a student therapist) cancellation fee if you do not give 24-hour's notice by phone (texting is acceptable, e-mail is not). This allows your therapist enough time to schedule another client that is waiting and would also benefit from treatment. This appointment policy allows us to develop a mutual consideration and respect for your therapist’s time and yours.  In an effort to apply this policy fairly to clients, please do not ask your therapist to make any exceptions to this policy unless in the event of an emergency or illness (proper documentation may be required and placed in your client file). It is important to note that insurance companies do NOT provide reimbursement for missed appointments. The therapists at SSC typically schedule clients on the hour for a (45-50) minute session and have much respect for each of the clients and their time. If you are going to be more than 15 minutes late, please call and notify your therapist to confirm availability. If you arrive more than 15 minutes late, your appointment may be cancelled resulting in a late cancellation fee and you will be charged $40.00 ($25.00 if you are seeing a student therapist). This is to help therapists avoid running behind in his/her schedule so that no client is forced to wait longer than necessary.**

**PLEASE NOTE: An appointment reminder text/email service is available as a courtesy to all our clients. This is only a courtesy and in the event that you do not receive the reminder you will still be expected to attend the appointment unless you provide 24 hours advance cancellation notice. If you do not want reminder texts and/or emails, please notify your therapist as soon as possible and your therapist will add your number to the “do not call” list. Thank you.**

**PROFESSIONAL FEES**

If you do NOT have insurance or if your therapist does not participate with your insurance carrier, you will be charged a private pay fee that is decided by your therapist. The practice will provide you with whatever assistance we can in helping you receive the benefits to which you are entitled for out of network reimbursement; however, **you (not your insurance company) are responsible for full payment of our fees.** If you are unable to afford the session fee, we will do our best to refer you to a therapist who will be able to help you with your situation.

In addition to weekly appointments, **your therapist may charge up to $120 per hour for other professional services you may need that may or may not be covered by your insurance**, your therapist will break down the hourly cost if he/she works for periods less than one hour. Other services include report writing, telephone conversations lasting more than 20 minutes (phone therapy), telehealth sessions (via video or phone), home visits (if necessary), collaboration with other professionals involved in your case after you have given consent, preparation of records or treatment summaries, and the time spent performing any other service you may require of your therapist. **If you become involved in legal proceedings that require your therapist’s participation, you will be expected to pay for all of his/her professional time, including preparation, even if your therapist is called to testify for another party.**

**INSURANCE REIMBURSEMENT**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it may provide some coverage for mental health treatment. We will provide you with whatever assistance in helping you receive the benefits to which you are entitled; however, **you (not your insurance company) are responsible for full payment of the therapist’s fees**. Therefore, if you change plans, submit a change in your paperwork or change insurance carriers, please let your therapist know as soon as possible as this may affect your coverage for services. Please call your insurance carrier to confirm your insurance coverage for therapy services and bring your insurance card to your first visit.

You should also be aware that your contract with your health insurance company requires that Supportive Solutions Counseling provide it with information relevant to the services provided to you. SSC is required to provide a clinical diagnosis. Sometimes this organization is required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, we will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. In some cases, they may

share the information with a national medical information databank. We will provide you with a copy of any report submitted, if you request it. By signing this Agreement, you agree that your therapist and/or Supportive Solutions Mental Health Counseling, PLLC can provide requested information to your insurance carrier.

Once your therapist/SSC has all the information about your insurance coverage, we will discuss what we can to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your treatment sessions. It is important to remember that you always have the right to pay for services yourself to avoid the problems described above {unless prohibited by your insurance plan contract}. If you have insurance coverage and decide to use your insurance, it is important to note that **insurance will NOT cover no-show or late cancellation fees**.

**CONTACTING YOUR THERAPIST**

Due to our work schedules and the nature of the profession, your therapist is often not immediately available by telephone. When your therapist is with a client or after office hours you may leave a voicemail message at 716-245-4415 and your therapist will make every effort to return your call within 24 hours unless he/she is away for vacation or during all federal holidays. Please leave some times on the voicemail when it is best to return your call and leave the telephone number where you can be contacted.

**We do not exchange email and texting correspondence for treatment or clinical purposes, but they may be used for administrative purposes ONLY (this includes scheduling or changing appointments, finances/billing, sending paperwork, etc.).** Email is not protected or encrypted therefore it is not considered HIPAA compliant and we want to make every effort to protect our clients’ privacy. If a client feels they must get in contact with their therapist for immediate attention, please call your therapist at their direct phone number.

***If you are unable to reach your therapist and feel that you can’t wait for him/her to return your call, please contact the Crisis Hotline number at 716-834-3131, call 911 or proceed to the nearest emergency room.***

**LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between client and a counselor/therapist. In most situations, your therapist can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

* Your therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, he/she will make every effort to avoid revealing the identity of the client. The other professionals are also legally bound to keep the information confidential. If you don’t object, your therapist will not tell you about these case consultations unless he/she feels it is important to your work together. If your therapist consults with another professional about your case, he/she will make note of it in your Clinical Record.
* Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
* If a client threatens to harm himself/herself, your therapist may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

There are some situations where your therapist is permitted or required to disclose information without either your consent or Authorization:

* If you are involved in a court proceeding and a request is made for information concerning the professional services provided to you, such information is protected by the mental health counselor-client privilege law. The therapist cannot provide any information without your written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order your therapist to disclose information.
* If a government agency is requesting the information for health oversight activities, the therapist or the practice owner may be required to provide it for them.
* If a client files a complaint or a lawsuit against the therapist or the practice, we may disclose relevant information regarding that client in order to defend the therapist and/or the practice.
* If the therapist is providing treatment for conditions directly related to worker’s compensation claim, he/she may have to submit such records, upon appropriate request, to the Chairman of Worker’s Compensation Board on such forms and at such times as the chairman may require.

There are some situations in which your therapist is legally obligated to take actions, which he/she believes are necessary to attempt to protect others from harm and have to reveal some information about a client’s treatment.

* If the therapist receives information in his/her professional capacity from a child or the parents or guardian or other custodian of a child that gives him/her reasonable cause to suspect that a child is an abused or neglected child, the law requires that the therapist report to the appropriate governmental agency, usually the statewide central registrar of child abuse and maltreatment, or the local child protective services office. Once such a report is filed, the therapist may be required to provide additional information.
* If a client communicates an immediate threat of serious harm to an identifiable victim, the therapist may be required to take protective actions. These actions may include notifying the potential victim(s), contacting the police, or seeking hospitalization for the client.

If such a situation arises, the therapist will make every effort to fully discuss it with you before taking action and will limit his/her disclosure to what is necessary to keep the client and/or others safe and out of danger.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you discuss with your therapist any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and your therapist is not an attorney. In situations where specific advice is required, formal legal advice may be needed.

**PROFESSIONAL RECORDS**

The laws and standards of the counseling profession require that your therapist / Supportive Solutions Counseling keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others or where information has been supplied to the therapist and/or Supportive Solutions Counseling confidentially by others, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we have you initially review them with your therapist, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, this practice is allowed to charge a copying fee of 75 cents per page (and for certain other expenses).

**CLIENTS RIGHTS**

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that your therapist amend your record; requesting restrictions on what information from you Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about the policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and the privacy policies and procedures. Your therapist will be happy to discuss any of these rights with you.

**MINORS & PARENTS/GUARDIANS**

While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment, particularly with younger children. For children ages 12-17, your therapist may request a verbal agreement between the client and his/her parents/guardian allowing your therapist to share general information (not specific details) about the progress of the child’s treatment and his/her attendance at scheduled sessions. Any other communication will require the child’s Authorization, unless your therapist feels that the child is in danger or is a danger to someone else, in which case, will notify the parents/guardian of his/her concern. Before giving parents/guardians any information, some therapists will discuss the matter with the child/adolescent, if possible, and do his/her best to handle any objections he/she may have.

**BILLING AND PAYMENTS**

**Payment will be expected at the time of service \***(CASH AND CHECKS ONLY PLEASE)\*

**Please remember to bring your fee or copayment to each session. If you have an outstanding balance (this includes fee for services, copayments and/or no show/late cancellation fees), you will not be able to schedule another appointment until the balance is paid. Thank you for your understanding in this important matter.** Payment schedules for other professional services will be agreed to when they are requested. If a personal check is returned due to insufficient funds, you will be required to pay any bank fees in addition to the session fee for that day. We will notify you and provide you with a copy of the returned check and fee for your records. To prevent this from occurring in the future, we will require cash payments from clients whose checks are returned.

**If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, this corporation has the option of using legal means to secure the payment.** This may involve hiring a collection agency or going through small claims court which may require the practice owner and/or therapist to disclose otherwise confidential information. In most collection situations, the only information released regarding a client’s treatment is his/her name, the nature of services provided, and the amount due. {If such legal action is necessary, its costs will be included in the claim.}

During your first session, your therapist will ask you to sign a form stating that you have received the information in this Agreement and agree to its terms and conditions. Thank you.

**\*If you have young children that are not part of treatment, it is our policy that you DO NOT bring them into the session.** This is to protect client privacy, limit potential distractions during session and to protect younger siblings or children from being subjected to issues that are not appropriate for their age. Please arrange for childcare prior to your appointment so that this does not become a distraction/barrier in the client’s treatment session. Thank you.

Supportive Solutions Mental Health Counseling, PLLC

Laura Thompson, LMHC, MS, Owner, Internship Site Supervisor

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NO-SHOW AND LATE CANCELLATION FEE UNDERSTANDING

I understand that if I do not cancel an appointment with at least 24 hours’ notice (late cancellation) or do not show for a scheduled therapy appointment, I WILL BE CHARGED A $40.00 FEE – ($25.00 FEE IF THERAPIST IS A STUDENT)

In the event of an emergency or illness, proper documentation will be required and placed in your (or your child’s) file in order for this fee to be waived. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Initials)

EMAIL/TEXTS EXCHANGES AUTHORIZATION (for administrative purposes ONLY)

By initialing and signing below I am OPTING IN to allow Supportive Solutions Counseling send reminder emails/texts and receive email exchanges from my therapist/SSC for administrative purposes ONLY. This may include scheduling appointments or discussing billing information, attachments, paperwork, etc. to and from the address below (please write your personal email address in which you want to receive emails: If you DO NOT want emails to be exchanged with your therapist, please write “NONE” in the space below. I understand that no texting/internet program (“cyberspace”) or exchange is 100 percent secure and cannot guarantee safeguards will prevent every unauthorized attempt to access, use or disclose personal information. I authorize Supportive Solutions Counseling to send texts and/or emails for administrative purposes to the above address. I understand that this DOES NOT include telemental health services or “e-therapy”.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Initials) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Email address)

**YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE COUNSELOR-CLIENT AGREEMENT FOR SUPPORTIVE SOLUTIONS MENTAL HEALTH COUNSELING, PLLC, AND AGREE TO ITS TERMS AND CONDITIONS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED NEW YORK STATE’S HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) NOTICE FORM.**

**SECONDLY, BY SIGNING BELOW I AGREE TO ALLOW THE OWNER OF SUPPORTIVE SOLUTIONS MENTAL HEALTH COUNSELING SERVICES, PLLC, LAURA THOMPSON, LMHC, TO REVIEW RECORDS FOR AUDITS AND COORDINATION OF CARE. LAURA THOMPSON, LMHC, ADHERES TO THE SAME HIPAA STANDARDS AND CONFIDENTIALITY CODES AS YOUR THERAPIST AND WILL NOT DISCLOSE INFORMATION IN YOUR PERSONAL RECORD WITHOUT YOUR WRITTEN CONSENT.**

**Print Client Name**

**Client Signature Date**

**Print Parent/Guardian Name (if client is below 18 years old)**

**Parent/Guardian Signature (if client is below 18 years old) Date**