



**Alyse M. Scura, LMHC**  
**NYS License #6008**

### **Private Practice Informed Consent and Business Policies**

This document contains important information about my private practice and business policies. Please read it carefully and discuss with me if you should have any questions. When you sign this document, it will represent an agreement between us. However, the 'therapist-client' relationship does not exist until after the initial assessment is completed & we have both decided to move ahead, as evidenced by your signature on this form.

**CREDENTIALS:** My name is Alyse Scura. I am a Licensed Mental Health Counselor (LMHC) In New York, my license number is 006008.

**PSYCHOTHERAPY SERVICES:** Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychotherapist & the client, & the particular challenges you bring forward. There are many different methods I may use to deal with the challenges that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work in between sessions on things we talk about during our sessions.

Psychotherapy can have both benefits & risks. Since therapy often involves discussing unpleasant parts of your life, you may experience uncomfortable feelings like sadness, guilt or anger. As you learn more about yourself & begin to make changes, you might encounter increased conflict with friends, co-workers, or family members. On the other hand, therapy has also been shown to have benefits for people who go through it & those benefits can far outweigh any discomfort encountered during the process. Therapy often leads to better relationships, solutions to specific problems, & a significant decrease in distress. But there are no guarantees of what results you will experience.

Our first session(s) will involve an evaluation of your needs. By the end of this process, I will be able to offer you some first impressions of what our work might include. I may ask you to complete some additional assessments to aide me in your treatment. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, & energy, so you should be careful about the therapist you select. If you have questions about my procedures, we can discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

If there is involvement with any other professional (doctor, therapist, counselor, probation officer, etc.), I may ask you to sign a Release to Exchange Information form that allows me to contact them.

We will also complete an intake questionnaire at the beginning of your therapy. This will help me to provide you the best possible care.

**BENEFITS AND RISKS TO TELETHERAPY:** Teletherapy refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing or telephone. One of the benefits of teletherapy is that the client and clinician can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client or clinician moves to a different location, takes an extended vacation, or is otherwise unable to continue to meet in person. It is also more convenient and takes less time. Teletherapy, however, requires technical competence on both our parts to be helpful. Although there are benefits of teletherapy, there are some differences between in-person psychotherapy and teletherapy, as well as some risks. For example:

Risks to confidentiality. Because teletherapy sessions take place outside of the therapist's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. On my end I will take reasonable steps to ensure your privacy. But it is important for you to make sure you find a private place for our session where you will not be interrupted. It is also important for you to protect the privacy of our session on your cell phone or other device. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation.

Issues related to technology. There are many ways that technology issues might impact teletherapy. For example, technology may stop working during a session, other people might be able to get access to our private conversation, or stored data could be accessed by unauthorized people or companies.

Crisis management and intervention. Usually, I will not engage in teletherapy with clients who are currently in a crisis situation requiring high levels of support and intervention. Before engaging in teletherapy, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our teletherapy work.

Efficacy. Most research shows that teletherapy is about as effective as in-person psychotherapy. However, some therapists believe that something is lost by not being in the same room. For example, there is debate about a therapist's ability to fully understand non-verbal information when working remotely.

Client's initials \_\_\_\_\_

**APPROPRIATENESS OF TELETHERAPY:** I will let you know if I decide that teletherapy is no longer the most appropriate form of treatment for you. We will discuss options of referrals to another professional in your location who can provide appropriate in-person services.

**COURT RELATED FEES:** I have no forensic experience and being a master's level counselor would generally not be considered an expert witness. If you become involved in litigation that requires my participation including but not limited to divorce, custody disputes, or cases involved CPS or criminal activity, and due to the complexity and difficulty of legal involvement, I charge \$100.00 an hour for preparation and attendance at any legal proceedings. This includes travel and waiting time. If a client is involved in a lawsuit that creates a situation where I am court ordered to be involved I am happy to bill the initiating party for services rendered. If the charges are not paid at the time of services rendered, the fees will become the client's responsibility.

**BILLING & PAYMENTS:** You will be expected to pay for each session prior to the start of that session, unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. You may pay with Zelle, agreed upon rate is indicated as \$90/50minute session. If you are unable to pay for a session, the balance must be paid in full the following week or the session may be rescheduled or discontinued. When your course of therapy ends, your account must be paid in full. Any outstanding balance upon termination may be turned over to a collection agency. Client hereby consents to delegation of collection services to an outside collection agency, including the release of any information required by that agency. A delinquency fee of 40% of the outstanding balance will be added if a collection agency is required.

**MISSED APPOINTMENTS:** There are no charges for missed appointments or cancellations, but it is requested that you cancel no less than 24 hours of the appointment. Frequent cancellations and rescheduling may result in termination and referral and will be discussed in person or by phone before this occurs.

**INSURANCE:** ~~Please be aware that there is no guarantee that your insurance will cover the service you receive here. If there is not coverage or payment given, the client is responsible for the customary fee which was agreed upon.~~ Sessions are being initiated as a private pay agreement at \$90/50 minute session, due to the provider not accepting the client's current insurance. Should insurance change at any time, this can we reviewed and updated.

Client's initials \_\_\_\_\_

**EMERGENCIES:** I do not provide formal emergency services. However, I wish to be available as much as reasonably possible. You may call me at any time & leave a message. I may have the time in between clients to return your call, but should I not be able to do so in a timely manner, and you feel that your situation is too urgent to wait, please contact your local 911 services or closest emergency room. Please use good judgment about the wisdom of waiting for my call versus calling 911 or going to the nearest emergency room for immediate care.

**CONTACTING ME:** I may not be immediately available by phone. Even when in the office, I do not answer the phone if I am with a client. When I am unavailable, the best way to contact me is by text or leaving a voicemail message. If you choose to communicate via e-mail, remember that the internet is not a secure medium for transmitting confidential information. Consequently, I use e-mail communication only in response to your e-mails & with your permission. Also note that it is against HIPAA standards for me to contact you electronically using text or email that is not encrypted. And that information exchanged in this manner in NOT protected. Knowing this, if you still wish for me to respond to you with either of these methods, please initial here.

Client's initials \_\_\_\_\_

**CONFIDENTIALITY:** In general, the confidentiality of all communications between a client and a therapist is protected (or if the client is a minor by his or her parent or guardian), and I can only release information about our work to others with your written permission. However, there are a number of exceptions including some legal proceedings.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a client's treatment. For example, if I believe a child, elderly person or disabled person is being abused or in the case of suspected sexual exploitation by another mental health professional, I must file a report with the appropriate state agency. If I believe that a client is threatening serious bodily harm to another, I may take protective actions, which could include notifying police. If the client threatens self-harm, I may involve others to ensure the client is protected including your emergency contact person and possibly the local authorities. If a similar situation occurs I will attempt to fully discuss it with you before taking any action.

Understand that confidentiality is not the same as statutory privilege. If I receive a legal subpoena or if you've given permission for exchange of information for insurance purposes, details regarding our sessions may be disclosed. I will try to make every effort to contact you first should this occur.

**PROFESSIONAL CONSULTATION:** I may communicate with treatment team members in order to better coordinate your care. I may also find it helpful to consult with other professionals about your case. If so, I will not reveal your identity.

**ADDITIONAL EXCEPTIONS:**

\*\*\* Please note that any individual attending group, joint marriage sessions and/or family sessions has access completely to the records of that session.\*\*\*

**MARRIAGE COUNSELING:** If you are involved in marital counseling, confidentiality does not include your spouse and is left up to my discretion. This will be explained further in your initial session.

**PARENTS OF ADOLESCENTS:** If the client is a child or adolescent and is engaging in reckless behavior or persistent substance abuse, a need to discuss these activities with their parent will be discussed. The minor will then be given the opportunity to inform their parent/guardian during the counseling session of behaviors that are deemed by me a harm to self. Please understand that I will not betray confidences of parental defiance or rebellion that are not life threatening. I will make every effort to encourage the minor to be forthright with their guardians as transparency is a recognized dynamic of a healthy relationship. If a parent feels betrayed by my keeping of confidentiality, I encourage the family member to schedule a family session to discuss this matter.

**PARENT CONSULTATIONS:** Also, in counseling involving a minor child as the identified patient, the rights of confidentiality extend to them only. If you share information during a parent consultation that would impact their treatment or if the child is present, realize that either parent has access to the child's records and anything said by the other parent would not be considered confidential during a family session or parent consultation since they are not a counseling patient.

**LEGAL ISSUES:** If at any time you involve me personally in legal proceedings including but not limited to requesting files for an attorney, having a subpoena issued by an attorney or court, requesting me to give a deposition, or verbally or in writing threatening me in a lawsuit, I will disclose general information to my attorney in order to follow best legal and ethical practices when addressing these issues.

By initialing here, I am recognizing and agreeing to the exceptions to confidentiality listed above which could pertain to records made at a later date.

Client's initials \_\_\_\_\_

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you have at our next meeting. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex & I am not an attorney.

**PROFESSIONAL RECORDS:** The laws & standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records, or I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. Be aware that you will be charged for any professional time spent by my office in responding to information requests.

**COMMITMENT TO COUNSELING:** A necessary element of the counseling process is your commitment to attend sessions regularly. You may stop the counseling at any time, but please inform me before your last session. Attending sessions under the influence of alcohol or drugs or in possession of a weapon is not allowed. Your signature below indicates that you have read, understand, & agree to the information in this document.

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Signature of Client or Responsible Party and Date

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Driver's License Number

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Printed name of Client or Responsible Party