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**Consent for Treatment and Patient Agreement**

**Introduction:**

Welcome to my practice! It is my desire to assist you with the challenges you are experiencing in your family. When we meet, I will describe my therapy approach and answer any questions you have. This document provides information about my professional services as well as my business policies. Prior to beginning treatment, it is important for you to understand my approach to child therapy and agree to some rules about your child's confidentiality during the course of his/her treatment. Under the APA Ethics Code, I am legally and ethically responsible to provide you with informed consent. As we go forward, I will try to remind you of important issues as they arise.

**Counseling Services:**

Emotional and behavioral health treatment is not easily described in general statements. It varies depending on many factors. There are several different approaches that can be used. Psychotherapy requires an active effort on the part of all parties involved as well as a good working relationship among participants. Thus, our first few sessions will involve an evaluation of your families' needs. I will assess if I can be of benefit to your family. I do not accept patients who I feel I cannot help. By the end of the evaluation period, I will be able to offer you some first impressions, a diagnosis (if applicable) and treatment goals if we agree that treatment will continue. If we agree that it will not, I will provide you with contact information for other professionals you can contact.

Psychotherapy can have both benefits and risks. Since therapy often involves discussing difficult aspects of your child's life, your child may experience uncomfortable feelings (e.g., sadness, guilt, worry) and changes in behaviors/thoughts. This is a normal part of the therapy process. Most families who take these risks find that therapy is helpful. It often leads to a significant reduction of feelings of distress, better relationships, and resolutions of specific problems.

As treatment progresses, we will reevaluate treatment. Usually, we will come to a mutual understanding when you have reached treatment goals. You do, however, have the right to stop your child's treatment at any time. Also, if at any point during psychotherapy I assess that I am not effective in helping/treating your child, I am obligated to discuss it with you and, if appropriate, to terminate treatment. If either case arises, I would attempt to give you a number of referrals that may be of help to you.

The process of termination is generally one of the most important times in therapy. The length of the termination depends on many factors, including the length of treatment. I work with parents to set a termination date before it is discussed with the child. Please keep in mind that when terminating with children, it is especially important for treatment to end in a planned and mindful way. Therefore, I encourage all families to have at least one termination session in order to provide children with a healthy goodbye. At the end of your child's treatment, I will provide you with a verbal treatment summary upon request that will describe what issues were discussed, what progress was made, and what areas are likely to require intervention in the future.

One risk of child therapy involves disagreement among parents and/or disagreement between parents and therapist regarding the best interests of the child. If such disagreements occur, I will strive to listen carefully so that I can understand your perspectives and fully explain my perspective. We can resolve such disagreements or we can agree to disagree, so long as this enables your child's therapeutic progress. Ultimately, you will decide whether therapy will continue. If either of you decides that therapy should end, I will honor that decision, however I ask that you allow me the option of having a few closing sessions to appropriately end the treatment relationship.

Although my responsibility to your child may require my involvement in conflicts between parents, I need your agreement that my involvement will be strictly limited to that which will benefit your child. This means, among other things, that you will treat anything that is said in session with me as confidential. Neither parent will attempt to gain advantage in any legal proceeding from my involvement with your child. In particular, I need your agreement that in any such proceedings, neither parent will ask me to testify in court, whether in person, or by affidavit. You also agree to instruct your attorneys not to subpoena me or to refer in any court filing to anything I have said or done.

Note that such agreement may not prevent a judge from requiring my testimony, even though I will work to prevent such an event. If I am required to testify, I am ethically bound not to give my opinion about either parent's custody or visitation suitability. If the court appoints a custody evaluator, attorney for the child, or parenting coordinator, I will provide information as needed (if appropriate releases are signed or a court order is provided), but I will not make any recommendation about the final decision.

Should six (6) or more consecutive months lapse in your treatment, you will be considered a "new client" if you return to my practice, and new client procedures/fees will apply. It is your responsibility to ensure that the contact information I have on file for you remains current.

**Confidentiality:**

Your rights include confidentiality regarding you and your child's protected health information (PHI). That includes information shared within the therapeutic treatment context. I will not even tell anyone else that you or your family is in treatment with me without your prior written permission.

Parents have the right to their children's PHI but I may limit that access if I determine that access would have a detrimental effect on my professional relationship with the patient, or to his/her physical safety or psychological well-being. Also, it is not in my practice to share detailed information that my patients share with me with parents. However, it is often important to discuss themes and general content with parents, which I will do on a regular basis. If there are sessions in which I learn information that indicates the child is in danger to or from himself or someone else, I will inform and involve the parent or guardian as soon as I am able to do so. I will attempt to talk with the child/ adolescent about the need to disclose information before talking with his or her parents. I will tell you if your child has attended a session.

It is my standard practice to seek consent for and obtain information from important people in the lives of the children with whom I work. This almost always includes noncustodial parents, physicians, and someone who works with the child at school, but may also include daycare providers and other family members. I will also ask family members who they think would be good sources of information about the family's functioning. Getting information from multiple sources allows me to get a better picture of the kind of difficulties that children are having. It also allows me to assure that care is coordinated between people who work with your child.

### Limits to confidentiality

There are certain specific limits to confidentiality as described below. Should one of these situations occur, I will make every effort to discuss it with you fully before taking any action.

If I reasonably suspect that a person under 18 is being abused or has been abused, I must file a report with the appropriate state agency.

If a patient threatens to harm him/herself, I may be obligated to seek hospitalization for the patient, or to contact family members or others who can help provide protection.

If a patient communicates a serious threat of physical violence against an identifiable victim, I must take protective actions, including notifying the potential victim and contacting the police. I may also seek hospitalization of the patient, or contact others who can assist in protecting the victim.

I may find it helpful to consult with professional colleagues about my work from time to time. In these consultations, I will not reveal the identity of my patient. The colleague is also legally bound to keep the information confidential. I will not tell you about these consultations unless I feel that it is important to our work together.

If you are involved in a court proceeding and a request is made for information about the services that I have provided you and/or the records of them, such information is protected by therapist-patient privilege law. I 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 me to disclose information.

If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.

If your child is an adolescent, it is possible that he/she may reveal sensitive information regarding sexual contact, alcohol and drug use, or other potentially problematic behaviors. Sometimes these behaviors are within the range of normal adolescent experimentation, but at other times they may require parental intervention. We must carefully and directly discuss your feelings and opinions regarding acceptable behavior. If I ever believe that your child is at serious risk of harming him/herself or another, I will inform you.

### **Appointments and Cancellation Policy:**

Psychotherapy appointments are usually scheduled once every week for 45 minutes per visit, although sometimes there are exceptions. An appointment is a commitment to our work. We agree to meet here and to be on time. If I am ever unable to start on time, I ask for your understanding, and I assure you that you will receive the full time agreed too if possible. If you are late, we will probably be unable to meet for the full time. I will provide advance notice of any planned absences. For short absences and clinician illness, I will attempt to reschedule your appointment as soon as possible.

A responsible parent or adult must be present for the entire session for children under the age of 12 or who have a history of disruptive behavior. It is highly encouraged that other arrangements be made for

siblings of minor clients. Parents are often a part of sessions and it is more beneficial if a parent's attention is not divided from the therapy session.

Because the scheduling of an appointment involves the reservation of time set aside specifically for you, a minimum of 24 hours' notice is required for rescheduling or canceling an appointment. \$50 will be charged for sessions missed without such notification. If you are more than 15 minutes late for your appointment, the appointment will cancel automatically and you will be charged \$50. If missing appointments (i.e., "no show") becomes a chronic problem, I may no longer be able to work with you. This would become a therapeutic issue and would need to be discussed. If treatment is terminated, appropriate referral sources can be provided at client request.

**Compensation:**

Bills are to be paid at the time of each visit by the patient in the form of cash or check (unless you are covered by an insurance plan that I am a preferred/ in-network provider for). If you are using insurance, your copay is due at the time of each session. Having cash ready or your check made out prior to the session allows for full use of your session time. Credit cards are accepted for totals over \$50. Unfortunately, health insurance does not cover all services you may need and I provide at your request. Therefore, please be advised that you will be charged directly for services such as lengthy telephone calls with you or other professionals, reports or letters written on your behalf, attendance at meetings, reviewing records, etc. The charge for these services is \$125 per hour and will be pro-rated based on time expended. When fees are not paid for services rendered, a collection agency may be used and given appropriate billing and financial information.

If a payment by check results in insufficient funds a \$50 fee will be assessed. Please notify me if any problem arises during the course of therapy regarding your ability to make timely payments. If you become involved in legal proceedings that require my participation, you will be charged for all of my professional time, including preparation and travel time, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$200 per hour for preparation for, travel to and from, and attendance at any legal proceeding. In cases of separated or divorced parents, one parent must assume full financial responsibility for all services.

If you have health insurance, it will usually provide some coverage for mental health treatment. In some cases, O'Brien Billing is able to bill your insurance company directly. In other cases they are not. However, you, and not your health insurance carrier, are responsible for full payment of my fees. Not all services are covered benefits in all contracts. O'Brien Billing will assist you in verifying your insurance benefits; however, it is ultimately your responsibility to know what services are authorized and covered.

If you choose to seek reimbursement from your health insurance carrier or I seek reimbursement from the insurance company, disclosure of confidential information may be required by your carrier in order to process the claims. Only the minimum necessary information will be communicated to the carrier. By signing this contract, you are consenting to a release of information about your case to your health plan for claims, certification and case management for the purposes of treatment and payment. I have no control or knowledge over what insurance companies do with the information submitted or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance. HIPPA policies are covered in a separate handout.

O'Brien Billing Services has verified your insurance benefits. The following was determined to be your current coverage:

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This is not a guarantee of benefits. If any unforeseen problems develop, such as lapsed coverage, uncovered services, deductibles, etc., you are responsible for any and all charges incurred. Please pay your co-pay of \$\_\_\_\_\_ at the time of each session.

### **Contacting Me**

I am often not immediately available by telephone. When I am unavailable, please leave a voicemail, which I check a few times per day, unless I am out of town. If an emergency situation arises, please indicate it clearly in your message. I will make every effort to return your call on the same day you make it, with the exception of calls on weekends and holidays. Also, I do not return telephone calls between 7:00 p.m. and 8:00 a.m. on weekdays, during weekends, and planned vacations. In a true medical emergency, please call 911 or go to your nearest emergency room. I recommend Upstate University Hospital. If I am unavailable for an extended time, I will provide you with the name of a colleague whom you can contact if necessary.

Ordinary privacy precautions such as pin codes, voice mail boxes, and locked fax, mail, and secured computers are by no means foolproof; your confidentiality is always compromised when communicating by electronic devices or mail. Neither deletion nor shredding of private material are totally safe means of disposal, so that you are always at risk of breaches in confidentiality when electronic or mail communication of any type is used for private information. Your use of such means of communication with me constitutes implied consent for reciprocal use of electronic and mail communication as well. By signing this contract, you agree to and understand the following:

1. Many people feel comfortable communicating via email, because they have installed programs designed to detect spyware, viruses, or other dangerous software. However, there is no guarantee that such programs will work 100%.
2. Sent and received emails are stored on both my and your computer until deleted. I print relevant emails for ongoing treatment and store them in your file. Then emails are deleted from my computer.
3. In addition, whenever you send an email, it is stored in cyberspace. It is possible for authorities and system administrators to locate and read such emails under various circumstances. This is not a policy of mine, but is due to the nature in which email is transmitted using the internet and other services/networks. For more information on this, please contact your Internet Service Provider or email service.
4. I often use email as a way to coordinate schedules when attempting to contact teachers or other corroborating informants. PHI information will not be shared via email in a way that connects the information to the patient's identity.
5. By providing your email address, you understand/agree to the disclosures listed above regarding communicating with me via e-mail, phone, fax, and mail. You also agree that if you send an email to me and request a response via email, that you are willing to accept the above-stated risks. You understand that I cannot guarantee an e-mail response due to time constraints in my practice. You also agree that I will not use email for emergencies. Instead I will utilize e-mail correspondence with me for scheduling and simple updates. I will not do therapy over the phone or via email.
6. I will not use text messaging to communicate.
7. When I send an email, I use encryption software. Visit <https://www.virtu.com/> to learn more about this.

It is important to remember that our relationship is professional rather than social. Ethically, I am bound to avoid “dual relationships.” I am not allowed, because of the ethical boundaries of my profession, to advise you from professional viewpoints beyond my scope of practice (e.g., law, medicine, finance, etc.). Our contact, other than chance meetings, will be limited to appointments you arrange with me. I cannot attend social gatherings, accept gifts, or form a relationship in any other way than in the professional context of our sessions. These guidelines have been established by the profession to protect you. If you and I meet in a public place, I will leave it to you to say hello first in order to protect your confidentiality. I will not be friends with you on facebook but you are free to follow any of my social media related to my counseling practices.