

## **INFORMED CONSENT and AGREEMENT for GROUP PSYCHOTHERAPY**

### **I. THE PROCESS**

This sheet tells you about the Federal standard HIPAA rules, and introduces you to how I work and about my policies (overpage).

There are many different forms of psychotherapy, and Group Therapy is one of the most effective. In addition to specific content, I tend to focus a great deal on process, i.e. how each person is aware in the here-and-now of his/her own feelings and anxieties, and how those interact and effect others. In this way, Group therapy often enhances and deepens the individual work that you may be doing, since each person receives immediate feedback as s/he explores his/her functioning within an interactive context.

While benefits can be expected from this treatment, it is important to understand that I can not guarantee a particular outcome. The psychotherapeutic process can sometimes lead to having upsetting feelings and, on occasion, a person may feel worse *before* feeling better.

Our consultation session(s) help to prepare you for entering the Group. Attached are some Guidelines and Helpful Hints that I believe you will find useful.

### **II. HIPAA: PRIVACY RULES: Psychologists' practices to protect your Health Information.**

New York State law and professional ethics require Psychologists to maintain confidentiality and not to release information about you **without your written consent**. Also, I follow Federal legal guidelines about your privacy protection and rights set by the Health Insurance Portability and Accountability Act (HIPAA). Thus, as your Psychologist I keep strict confidentiality about what you share with me.

However, I am subject to New York State laws about mandatory reporting of these three possible **exceptions**:

1. To protect children from harm, I am required to report any suspected child abuse or neglect.
2. Should I learn information that could result in danger, injury or harm to you or to your property or to others or to their property, then I have a duty to notify some other person or official, to reduce that risk of danger.
3. If you are currently involved in litigation or become so involved, the court may request a report, an evaluation, or your entire mental health record. If you are requested to sign a release for psychotherapy records, you should consult with your attorney.

### **CONFIDENTIALITY**

If an insurance carrier or a managed care company is paying for your treatment, you should be aware that your treatment records are available to them upon request. They are likely to put your treatment information into a central computer database that could be accessed by others and potentially compromise your confidentiality.

Please be aware that if your account has not been paid for an extended time, and you have not made arrangements with me, I may need to use legal means to secure payment. This would require disclosure of identifying information, e.g. nature of services and amounts due.

On occasion, if I need to consult with professional colleagues about our work together. I will not use your name or other identifying information. If I feel that I would like to reveal more general data, I will first seek your expressed consent. Also, If I am away or unavailable, and another psychologist is covering for me, it may be necessary to share some essential information about our work in order for the covering psychologist to help you in an emergency situation.

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In all of the circumstances described above, I will make every effort to discuss the situation with you before any confidential information is disclosed. I will reveal only the least amount of information necessary.

III. PROCEDURES

FEE. We will agree on the fee for therapy services during the consultation session(s), the first of which is free of charge. On January 1st of most years, I charge a cost-of-living increase, the details of which I will discuss with the Group beforehand. I will give you a bill at the end of each month: I request that you pay it within 10 days. Or you may prefer to pay weekly.

The Group session is usually 75 minutes in length, unless the Group agrees otherwise.

CANCELLATION POLICY. A Group session time is a set weekly time. Since so many people are involved, it is impractical to shift the time or day of the meetings. If you miss or cancel a Group session, even with advanced notice, you pay for that session. You reserve a place in the Group. And this is how I make a living. (It's similar to the reasoning that you pay your rent/mortgage even when you are out-of-town and not physically in your house). The exception I make is when you are out-of-town and miss 3 sessions in a row: then I can offer you an individual session time to make-up those three missed Group session.

On Extreme weather (e.g. snow, storm) days I am aware that driving conditions need to be safe in order for you to reach my office. If a heavy snow fall, or other extreme weather condition, is predicted for the day the Group meets, please take the responsibility of phoning me the night before whenever possible, I will also be sending out a group E-mail by the morning informing all Group members that the session will be canceled.

PHONE and EMAIL POLICY. On a rare occasion, you may have an individual issue you wish to discuss. I do not charge for short telephone conversations (up to 5 minutes). However, I generally bill on a prorated basis for any longer telephone contact with you, or with others, about your treatment.

INDIVIDUAL SESSION POLICY. Similarly, you may wish to meet with me one-to-one. We would discuss and agree upon a mutually agreed upon time, and fee, which is higher than the Group fee.

END POLICY. You are making the choice to begin Group psychotherapy. You have the right to end your treatment at any time. If you decide to leave the Group, you agree to an "appropriate" termination, which means attending a last session of the Group, In this way, both you and the Group members will have the opportunity to say "good-bye" and to have proper closure with one another. For legal reasons, missing three consecutive scheduled appointments without contact with me will constitute your voluntary termination.

By signing below, you indicate that you have read and understood this agreement and give consent to treatment.

Your Name \_\_\_\_\_ Signature \_\_\_\_\_
Please print full name clearly

ICE (In Case of Emergency): Contact: \_\_\_\_\_
Please Print Clearly

Phone: \_\_\_\_\_ Relationship to you \_\_\_\_\_
Today's Date \_\_\_\_\_