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*Syracuse*

*Watertown*

*Rome*

*Fulton*

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## *informed consent for psychotherapy*

Welcome to Harvest House Marriage and Family Therapy, P.C. (HH). This document is our informed consent for psychotherapy. It contains important information about our professional services and business policies. After we have discussed these documents or you have read them independently, we can discuss any questions you may have. The law requires that I obtain your signature identifying that you have received this consent. When you acknowledge receipt of these documents with your signature, it will also represent an agreement between us. You may revoke this agreement in writing at any time. Revocation of the agreement by you will be binding on me unless I have taken action in reliance on it such as obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy, financial obligations you have incurred have not been satisfied or an authorization to release information is still intact.

**Team Approach.** HH operates on a collaborative team model. You and your therapist have access to the knowledge, skill and years of experience of our team of therapists as well as outside professionals when needed. We consult with each other and work together with clients in order to provide the best care possible.

**Licenses/Limited Permit Licenses.** HH has many clinicians in varying stages of professional development. We are a placement site for student internships as well as placement for clinicians who have graduated and are pursuing final requirements for NY State Licensure. These clinicians are working as Marriage and Family Therapist as defined by NY State under a Limited Permit License issued by NY State. All clinicians are supervised by a NY State Licensed Marriage and Family Therapist. You have the right to inquire as to the degrees and credentials which your therapist holds.

**Withdrawal.** Withdrawal from treatment is your prerogative. Due to the nature of therapy, relationships overtime are established. It is often beneficial if we have a final meeting to provide closure. If you choose to leave our services and request it, we will be happy to provide names of other clinicians that you might prefer.

**Meetings.** Sessions are usually 50 minute sessions (one appointment hour). Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation or unless we both agree that you were unable to attend due to circumstances beyond your control.

**Professional Fee.** Our hourly fee is set at the time of intake. In addition to scheduled appointments, there may be times that we charge for other professional services you may need. Other services may include report writing, telephone conversations lasting longer than 15 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of me.

**Ask.** You have the right to ask questions about any procedures used during therapy; if you wish, your therapist will explain the approach and methods used. You have the right to ask for an another opinion from another therapist.

**Legal Proceedings.** If you become involved in legal proceedings that require my participation you will be expected to pay for all professional time, including preparation and transportation costs, even if called to testify by another party. [Because of the complexity of legal involvement, deposit of \$500 is required before any preparation and attendance at any legal proceeding. This hourly rate for is \$200.]

**Confidentiality.** The law protects the privacy of all communications between a patient and a psychotherapist. In most situations, information can only be released to others, if you sign an authorization to release information form.



However, there are some situations where I am permitted or required to disclose information without either your consent or authorization. They are as follows:

- As mentioned above, HH works on a collaborative basis. We consult with each other and at times with outside professionals. The other professional(s) are also legally bound to keep the information confidential.
- If you threaten bodily harm or death to another person, we are required by law to inform the intended victim and appropriate law enforcement agencies.
- If you threaten bodily harm or death to yourself, we may need to inform the law enforcement agencies and others (spouse, friend, psychiatric care facility) who could aid in prohibiting you from carrying out your threats.
- If you reveal information relative to child, elder, or dependent adult abuse/neglect, we are required by law to report this to the appropriate authority.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If you are in therapy and are being tested by order of a court of law, the result of the treatment or test ordered may be revealed to the court.
- If a court of law issues a legitimate subpoena, we may be required to provide the information requested in the subpoena.

**Age Exception:** If you are under eighteen years of age, please be aware that while the specific content of our communications is confidential, your parents have a right to receive general information on the progress of the treatment.

**E-Counseling:** All electronic counseling whether phone or video counseling will be conducted in compliance with New York State law. You understand that these services are being conducted in New York State. If you have any questions, please do not hesitate to contact our office.

**Group, family and marital therapy:** All participants are required to consent to the release of information. One person in session may not waive privilege for another. In cases of marital therapy, therefore, the record may be released only if both parties waive privilege or release of the record is court ordered. **When therapy involves the participation of more than one family member and/or significant persons, we do not guarantee confidentiality among family participants in therapy.**

**Records:** I am required to maintain complete treatment records. Patients are entitled to receive a copy of these records, unless I believe the information would be emotionally damaging. Patients will be charged an appropriate fee for preparation. If you use third party reimbursement, I am required to provide the insurer with clinical information.

**Limitation of the therapy contract.** Your therapist is not a physician and cannot prescribe medication or give recommendations about physical problems. Nevertheless, depending on the nature of the presenting problems, your therapist might require you to consult with a physician before proceeding with therapy. Your therapist cannot guarantee that each person's goals in therapy will be met completely. Seeking to resolve issues between family members and other persons can lead to discomfort, as well as relationship changes that may not be originally intended.

While this summary of exceptions to confidentiality should prove helpful in informing you about potential problems, you should be aware that the laws governing these issues are often complex and I am not an attorney. I encourage our active discussion of these issues. However, if you need more specific advice, formal legal consultation may be desirable.

Updated: March 14, 2016

