



Apple Tree
Early Intervention Center
Family Counseling Center, Division
CONSENT TO GROUP CONSULTATION/TREATMENT
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This is an agreement to participate in a Group. If at any time during the group the therapist believes it is not in the Group's best interest that you continue, you may be asked to discontinue Group therapy and be given an opportunity to work with an individual therapist as an alternative.

Apple Tree Family Counseling is an organization comprised of individual psychotherapists doing business as employees of the corporation. It is important in beginning our professional counseling relationship for you to understand both its nature and its limitations. Please review this document and feel free to ask any questions. It contains important information about our professional services, business policies, and the current legal and ethical requirements for psychologists, marriage and family therapists, and clinical social workers.

THE AGREEMENT 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 acknowledging that we have provided you with this information at the end of your first session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on us unless we have taken action in reliance on it, or if you have not satisfied any financial obligations you have incurred.

PSYCHOLOGICAL SERVICES: Psychotherapy has both benefits and risks. Although it has been shown to improve relationships, help provide solutions to specific problems and reduce feelings of distress, it often may create uncomfortable feelings like sadness, guilt, anger, frustration, loneliness and helplessness. There are no guarantees of what you will experience or of what benefits you might receive; however, therapy will be the most successful when you take a very active part in your own treatment.

SPECIALTIES/ EXPERIENCE OF THE THERAPIST: Apple Tree's therapists are trained in individual psychotherapy, family therapy, relationship problems, child therapy, attention and learning disorders, and psychological testing. They do not prescribe medications or directly advise on medical or legal problems. Each therapist has his or her own approach, or "theoretical orientation" in working with clients. Please feel free to inquire about your therapist's approach and/or to ask about alternatives.

TERMINATION OF THERAPY: Your therapist believes that how long you remain in therapy is a matter best left in your hands. Although your therapist will certainly provide counsel for you on this matter, you must make the ultimate decision about continuing care. We hope that a decision to end counseling will be discussed candidly and thoroughly with your therapist in advance of leaving.

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APPOINTMENTS: Your spot in the Group is reserved for you. It is your responsibility to notify the therapist at least 48 hours in advance if you are unable to attend. An important factor in group process and cohesiveness is the regular attendance of each member. We believe you and your fellow Group Members will get the most out of the Group if you are here every week. For this reason we ask that you honor commitment to the Group and limit absences to emergencies. Cancellation of appointments less than 48 hours in advance and “no shows” are subject to the full fee for the appointment time.

PAYMENT & FEES: You are expected to pay for services at the time they are rendered unless other arrangements have been made. Services rendered are the responsibility of the client. You may also incur charges for phone calls lasting more than 15 minutes, letters, and testing fees. There is a \$35.00 charge for returned checks.

LAWSUITS/LITIGATION: In the event you are involved in a court proceeding, worker’s compensation case, or other litigation and records are requested of the therapist (see Confidentiality Limitations that follow), the therapist may charge the full fee for all time spent for therapist legal consultation, responses to subpoenas, court orders, and for preparation of documents related to your case. Additionally the therapist may pass along incidental charges related to such responses such as photocopying and the like. In the event the therapist is summoned to testify in court, the minimum fee will be \$725 for partial-day; appearances requiring a full day will be at a minimum fee of \$1500. Our therapists DO NOT PROVIDE OPINIONS FOR CLIENTS ON MATTERS OF CHILD CUSTODY FOR SEPERATION/DIVORCE.

CONTACTING YOUR THERAPIST: Your therapist will often not be immediately available by telephone; however, you may leave a message by voice mail, which is monitored frequently. He or she will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please provide some times when you will be available. If you are unable to reach your therapist and feel that you can’t wait for him or her to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If your therapist will be unavailable for an extended time, he or she will provide you with the name of a colleague to contact, if necessary.

TELEPHONE CHARGES: If there is a matter where you need a brief/emergency consultation with your therapist, you may telephone your therapist to reschedule or discuss something. Excessive calls or calls that exceed 15 minutes may result in your being charged a fee proportionate to your regular fee. For a life-threatening emergency, call 9-1-1 or go to the hospital.

LIMITS ON CONFIDENTIALITY: The law protects the privacy of all communications between a client and a 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 state law and/or HIPAA. However, there are some situations where your therapist is permitted or required to disclose information without either your consent or Authorization:

- Your therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, he or she will make every effort to avoid revealing the identity of clients. 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 consultations unless he or she feels that it is important to your work together. Your therapist will note all consultations in your Clinical Record.
- You should be aware that we work with administrative staff. In most cases, your therapist may need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. All our mental health professionals are bound by the same rules of confidentiality, and all staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- Disclosures required to collect overdue fees are discussed elsewhere in this Agreement.

- If a client threatens self-harm, the therapist may be obligated to seek hospitalization for him or her, or to contact family members or others who can help provide protection.
- If you are involved in a court proceeding and a request is made for information about the professional services provided you and/or the records thereof, such information is protected by therapist-patient privilege law, and no information will be provided without your (or your legally-appointed representative's) written authorization, a court order, or compulsory process (a subpoena) or discovery request from another party to the court proceeding where that party has given you proper notice (when required) has stated valid legal grounds for obtaining PHI, and your therapist does not have grounds for objecting under state law (or you have instructed him or her not to object). **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 pursuant to their legal authority, your therapist may be required to provide it for them.
 - If a client files a complaint or lawsuit against his or her therapist, relevant information may be disclosed regarding that client in order for the therapist to defend himself or herself.
 - If a client files a worker's compensation claim, the therapist must, upon appropriate request, disclose information relevant to the claimant's condition to the worker's compensation insurer.

There are some situations in which a therapist is legally obligated to take actions that he or she believes are necessary to attempt to protect others from harm, and he or she may be required to reveal some information about a client's treatment. These situations are unusual in our practice.

- If a therapist has knowledge of a child under 18 or reasonably suspects that a child under 18 that he or she has observed has been the victim of child abuse or neglect, the law requires that the therapist file a report with the appropriate governmental agency, usually the county welfare department. A therapist also may make a report if he or she knows or reasonably suspects that mental suffering has been inflicted upon a child or that his or her emotional well being is endangered in any other way (other than physical or sexual abuse, or neglect). Once such a report is filed, the therapist may be required to provide additional information.
- If a therapist observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse, or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, the law requires that the therapist report to the appropriate government agency. Once such a report is filed, the therapist may be required to provide additional information.
- If a client communicates a serious threat of physical violence against an identifiable victim, the therapist must take protective actions, including notifying the potential victim and contacting the police. The therapist may also seek hospitalization of the client or contact others who can assist in protecting the victim.
- If a therapist has reasonable cause to believe that the client is in such mental or emotional condition as to be dangerous to himself or herself, the therapist may be obligated to take protective action, including seeking hospitalization or contacting family members or others who can help provide protection.

If such a situation arises, your therapist will make every effort to fully discuss it with you before taking any action and will limit disclosures to what is necessary.

Although this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you and your therapist discuss any questions or concerns that you may have now or in the future.

An additional limit on confidentiality would be if your therapist is a trainee, extern, intern, or psychological assistant. As such, your therapist receives supervision by a licensed therapist who supervises your counselor's caseload, and cases will be discussed in supervision. In addition, with your written permission, your therapist may audio/video tape your sessions for purposes of supervision.

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CONFIDENTIALITY WITHIN THE GROUP: Group members are asked to never divulge identifying information about anyone in the group to anyone outside the group. However, Apple Tree Family Counseling, Apple Tree Early Intervention Center, Inc, and Kathleen Shanahan, MA, MFTI, #IMF87529 are unable to guarantee the confidentiality of Group Members outside the Group.

AND CONTRIBUTION TO KNOWLEDGE: Our therapists are committed to the advancement of psychology and family therapy as a science and a profession. They contribute professional time to research, teaching, training, and improving the standards of psychotherapy. Some of this teaching and writing requires the use of case illustrations. These illustrations are general and do not expose the identity of any person. Unless you notify us to the contrary, it will be assumed that you have no objection to this work in lectures or publications.

PROFESSIONAL RECORDS: The laws and standards of psychologists and marriage and family therapists require keeping Protected Health Information (PHI) about you in your Clinical Record. Except in unusual circumstances that disclosure would physically endanger you and/or others or makes reference to another person (unless such other person is a health care provider) and your therapist believes that access is reasonably likely to cause substantial harm to such other person or where information has been supplied to your therapist 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 recommend that you initially review them in the presence of your therapist, or have them forwarded to another mental health professional so you can discuss the contents. There will be a copying fee of 25 cents per page (and for certain other expenses). If your therapist refuses your request for access to your records, you have a right of review (except for information supplied to your therapist confidentially by others), which he or she will discuss with you upon request.

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

Your signature below indicates that you have read this agreement and agree to its terms and also services as an acknowledgement that you have received the HIPAA notice form described above. Please feel free to discuss any concerns you may have, on these or other administrative matters, with your therapist as they arise.

Client Signature _____

Date _____

Printed Name _____

Date _____

Client Signature _____

Date _____

Printed Signature _____

Date _____

Therapist Signature _____

Date _____