

Informed Consent

In order for you to make the best use of counseling, there are several issues I would like to explain before we begin our work together. Confidentiality is one of the most vital elements of psychotherapy and Massachusetts law provides important rights to the patient. Within certain legally defined limits, all of our communication, as well as any information about you learned from another source during therapy, are private and will not be released to any other persons or agency without your written permission. There are, however, some exceptions to this policy- please read them very carefully.

The most important exceptions are those where there may be danger to you or another person. If in my judgement I believe that there is a risk that you might be dangerous to yourself, I am required by law to take professional action to protect your safety. This might include informing family members or appropriate medical or legal authorities. Similarly, if I believe that you might harm someone else, I am required by law to warn that person or to notify either the police or medical authorities. Although I am not legally obligated to tell you before breaching confidentiality in these situations, I will make a reasonable effort to discuss with you unless it is clinically inappropriate or otherwise impossible to contact you.

There are also specific Massachusetts statutes which require me to make a written report to appropriate state authorities when I believe that a child, a disabled individual, or an elderly person has been abused or neglected. Again, if it is clinically appropriate, I will make a reasonable effort to talk about this with you.

In addition to these areas involving danger, there may be other occasions when a court of law issues a legitimate order requiring the production of specific information learned through your therapy. Refusing to obey such an order would expose a therapist in this circumstance to potential contempt charges. There is a Massachusetts statute that gives you the right to prevent a therapist in a court of law or before an administrative agency from disclosing what has transpired during therapy sessions, but this statute does not provide blanket protection as there is a number of exceptions wherein you may not be able to prevent disclosures of information obtained during treatment. This statute is somewhat complex and it is beyond my professional expertise to interpret it for you. If you are or expect to be involved in a custody dispute or other litigation, you may wish to consult an attorney for an explain action of this statute and its application, if any, to this particular treatment.

There are also several other exceptions to confidentiality of a more administrative nature:

- If you are using health insurance to cover the cost of these services, I will be required to provide some information to your insurance company, including a clinical diagnosis and in some cases, a treatment report. This information becomes part of your record in that insurance company's files and will probably be computerized. All insurance companies claim to keep such information confidential, but once it is in their files I will have no

control over this. If you are concerned about the use of such information, you may wish to check with your insurance carrier before filing an initial claim.

- If you do not pay your bill as agreed, I do have the right to collect unpaid accounts through a collection agency, small claims court, or by means of other legal action. Through undertaking this therapy, you are agreeing to waive any confidentiality right in this area if you fail to pay your bill.
- In all likelihood, I will occasionally discuss your case with other professionals in order to draw on their consultation and expertise in providing the best possible treatment. Such consultation is considered good professional practice and I am not usually required to notify you in advance of such disclosures.

It may be helpful to you to understand the nature of my record keeping. Professional practice standards do require me to keep appropriate treatment records in order to best inform my own work, to provide the best possible information to other professionals with who you may consult, and to provide a record should you choose to return to therapy with me or someone else in the future. Upon request, I will provide other mental health professionals with a summary of your record which will contain all relevant information. You may also make a written request to review your record yourself, but I will retain sole discretion as to the most appropriate manner for such a review to occur. If it is my assessment that there might be some harm to you in reviewing the actual record, I will provide a treatment summary instead. If I do feel it is appropriate for you to review the treatment record, I may provide you with a copy, or I may choose to be present with you when record is examined in order to answer any questions. Such a review will constitute a session billed at the standard hourly rate.

Thank you for your time in reading this. Please take the time to ask any questions in order to fully understand these issues.

I have reviewed and read the preceding memorandum and agree with the terms and conditions.

Signature: _____ Date: _____

Print Name: _____

Therapist: _____