

## Informed Consent for Psychotherapy

### *General Information Agreement for Clients in Couples Therapy*

*This document provides information in addition to that detailed in the [Notice of Privacy Practices](#), and it is subject to HIPAA preemptive analysis.*

#### **GENERAL PSYCHOTHERAPY SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the problems you bring forward. There are many different methods your therapist may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things you and your therapist talk about both during sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, there are no guarantees of what you will experience.

Your first session (called an intake sessions) will involve an evaluation of your needs. By the end of the evaluation, your therapist, Patrick R. Connelly, will be able to offer you some first impressions of what the work together will include if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with this therapist. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have any questions or concerns, please discuss them whenever they arise. You also have the right to ask about other treatments for your condition and their risks vs. benefits.

During the course of therapy, your therapist is likely to draw on various psychological approaches according to, in part, the problem that is being treated and his assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho educational.

Your therapist does NOT provide custody evaluation recommendations, medication or prescription recommendations or legal advice, as these activities do not fall within his scope of practice.

#### **CONTACTING PATRICK R. CONNELLY, LCSW**

Your therapist, Patrick R. Connelly, can be reached between sessions by calling (609) 780-3570. While he is often not immediately available by phone, you can leave him a voice mail (which he

monitors frequently). He typically will return calls within 24 hours of receiving a message (or sooner), except for weekends and holidays. Depending upon your communications arrangement with your therapist, you may also be able to send text messages or emails (pat@relationship-institute-nj.com). If he will be unavailable for an extended time, he will provide you with the name of a colleague for you to contact, if agreed upon by both of you.

If you are unable to reach your therapist and feel that, due to a mental health crisis, you can't wait for a return call, go to the nearest hospital emergency department or the [designated mental health crisis screening center in your county](#). You can also call/text 988 or chat at 988lifeline.org during a mental health crisis.

## **MINORS & ADULTS WITH COURT-APPOINTED GUARDIANS**

If you are an individual under 18 years of age or an adult with a court-appointed guardian who is responsible for your healthcare, be aware that the law may provide your parents/guardians the right to examine your health records. It is the therapist's policy that he provides your parents/guardians with general information about your treatment, if requested, but NOT to share specific information that you have disclosed to the therapist without your agreement (see exceptions to this policy noted in *When Disclosure Is/May Be Required by Law*). Note in New Jersey: (1) a minor 16 years of age and over can consent to behavioral health services on a temporary outpatient basis without parental consent, and (2) minors 14 years of age and older must provide permission, along with the guardian, to provide information to a third party.

## **CONFIDENTIALITY**

All information disclosed within sessions and related written records are confidential and may not be revealed to anyone without your written permission (or, in the case of couples counseling, written permission of all original participants in counseling), except when disclosure is required by law.

## **WHEN DISCLOSURE IS/MAY BE REQUIRED BY LAW**

Some not-already-mentioned circumstances where disclosure is/may be required by law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate to your therapist that the client presents a danger to others. Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by your therapist. In couples and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Your therapist will use clinical judgment when revealing such information. Your therapist will not release records to any outside party unless authorized to do so by all adult parties who were part of therapy/other treatment that involved more than one adult client (except if disclosure is required by law).

## **HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS**

If you will be seeking reimbursement of your counseling costs from your health insurance provider, be aware that disclosure of confidential information may be required to process your claims. If you so instruct your therapist, only the minimum necessary information will be communicated to that provider/entity. Your therapist has no control over, or knowledge of, what insurance providers/other entities do with the information you submit or who has access to this information. 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 or even a job. The risk stems from the fact that mental health information is likely, at least in the case of insurance providers, to be entered into the providers' computers and reported to the National Medical Data Bank. Accessibility to providers' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

## **RECORDS AND YOUR RIGHT TO REVIEW THEM**

The law and the standards of your therapist's profession require health records be kept for at least seven (7) years. Unless otherwise agreed to be necessary, your therapist retains clinical records only as long as is mandated by New Jersey law. If you have concerns regarding the records, please discuss them with your therapist. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when your therapist assesses that releasing such information might be harmful in any way. In such a case, your therapist will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all the above exclusions, if it is still appropriate, and upon your request, your therapist will release information to any agency/person you specify unless your therapist assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple therapy, your therapist will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment (except if disclosure is required by law).

## **PAYMENT**

The Relationship Institute of New Jersey charges standard fees for counseling sessions of varying lengths and at different locations, unless you and your therapist have agreed to other arrangements as documented in your client file. (Click [here](#) for information on good faith estimates for costs of psychotherapy with Patrick R. Connelly). You are expected to pay your therapist the agreed-upon full fee per counseling session at the time services are rendered. Related phone conversations, site visits, writing/reading of reports, consultation with other professionals, release of information, reading records, travel time, etc. will be charged at the same rate, unless you and your therapist have agreed to other arrangements as documented in your client file.

Valid major credit or debit cards, cash, and personal checks are accepted forms of payment. An electronic record reflecting charges and payments is in your client chart in the Relationship Institute of New Jersey's secure electronic health records (EHR) system. A receipt is available upon your request after each counseling session.

Regardless of the payment method you choose to utilize, the Relationship Institute of New Jersey requires valid credit or debit card information from you in advance of your first counseling session. This information will be encrypted and stored on our secure EHR system. If you have outstanding fees, the credit/debit card you supply will be charged the balance, unless the center agrees to other arrangements as documented in your client file.

Note that the Relationship Institute of New Jersey does not accept or work with health insurance directly but can provide you a statement detailing charges and payments on an as-needed basis that you could submit to your health insurance provider if you have out-of-network (OON) benefits and wish to request reimbursement for counseling expenses. (With OON benefits, you may be able to receive a percentage of reimbursement after meeting your yearly deductible. Check with your health insurance provider for benefit details.) The therapist may be able to assist you in submitting insurance claims of this nature.

Note that for all clients with outstanding fees, if you have a credit/debit card on file, your card will be charged the balance, unless you and your therapist have agreed to other arrangements as documented in your client file.

If a check is used for payment and is returned to the Relationship Institute of New Jersey by your bank unpaid due to nonsufficient funds, you will be invoiced for the original amount due, plus a service fee of \$15, unless you and your therapist have agreed to other arrangements as documented in your client file. Original checks will not be resubmitted.

If you do not pay the full fee at the time services are rendered, no further counseling sessions can be booked until outstanding fees are paid, unless you and your therapist have agreed to other arrangements as documented in your client file. If you have an outstanding balance due after 30 days from the date of service or due to multiple no-shows/cancellations, and other arrangements are not in place with your therapist (e.g., a payment plan), you may be removed from the counseling schedule and offered referrals to other providers.

If you fail to pay outstanding balances within 30 days of a final notice thereof, the Relationship Institute of New Jersey may use legal action to obtain payment. If court or collection processes are used, you may be required to pay fees in addition to your balance (e.g., interest on your balance, a collection fee, and/or attorney fees). The HIPAA Privacy Rule permits disclosures without consent for payment purposes but requires the disclosure of the "minimum necessary" amount of individually identifiable health information.

## **MEDIATION & ARBITRATION**

All disputes arising out of, or in relation to, this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of your therapist and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise

agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Atlantic County or Burlington County New Jersey, in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed.

Notwithstanding the foregoing (and as noted above), if your account is overdue (unpaid) and there is no agreement on a payment plan, your therapist may use legal means to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

## **ELECTRONIC COMMUNICATIONS**

(Also see [Communications Technology Information](#))

Electronic communications can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. For example, faxes can easily be sent erroneously to the wrong address. E-mails and text messages are vulnerable to unauthorized access due to the fact that Internet servers have unlimited and direct access to all e-mails that go through them. Note also that e-mails, text messages, faxes, and other electronic communications you share with your therapist become part of your health records.

Note that your therapist's e-mail and text message communication with you are not encrypted (meaning that they don't require password access). Your therapist's computers are equipped with a firewall, virus protection, and a password and all confidential information from his computers is backed up on a regular basis. Please notify your therapist if you decide to avoid or limit in any way the use of any or all communication devices, such as e-mail, cell phone, or faxes. If you communicate confidential or private information via e-mail, your therapist will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and will honor your desire to communicate on such matters via e-mail. Please do not use e-mails, text message or faxes for emergencies.

In general, the therapist's communications with clients outside of counseling sessions (e.g., to reschedule or cancel appointments) occurs via phone calls, emails, and text messages.

As far as social media, it is your therapist's general policy not to accept friend requests or messages from clients on its social media sites and/or otherwise communicate with them via such sites, as it can potentially compromise their privacy and confidentiality. For this same reason, please do not communicate with your therapist via his personal social media accounts.

## **TERMINATION**

After the first few meetings, your therapist will assess if he can be of benefit to you. Your therapist does not accept clients who, in his opinion, he cannot help. In such a case, he will give you several referrals to mental health providers whom you can contact. If at any point during psychotherapy, your therapist assesses that he is not effective in helping you reach

your therapeutic goals or that you are non-compliant, he is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, he would give you referrals that may be of help to you. If you request it and authorize it in writing, your therapist will talk to the psychotherapist of your choice in order to help with the transition.

If, at any time, you want another professional's opinion or wish to consult with another therapist, your therapist can assist you with referrals, and, if he has your written consent, he can provide them with the essential information needed.

You have the right to terminate therapy at any time. If you choose to do so, and if appropriate, your therapist will offer to provide you with names of other qualified professionals.

## **DUAL RELATIONSHIPS**

It is important to realize that in some communities, particularly small towns, military bases, university campus, etc., multiple relationships are either unavoidable or expected. Not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs your therapist's objectivity, clinical judgment or can be exploitative in nature. Your therapist will not acknowledge working with anyone without their written permission. Your therapist will discuss with you the often-existing complexities, potential benefits, and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know which ahead of time. It is your responsibility to advise your therapist if the dual or multiple relationship becomes uncomfortable for you in any way. Your therapist will always listen carefully and respond to your feedback and will discontinue the dual relationship if they find it interfering with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time.

## **CONSULTATION**

Your therapist consults regularly with other professionals regarding his clients; however, each client's identity remains completely anonymous, and confidentiality is fully maintained.

## **CANCELLATIONS/NO SHOWS**

Your appointment times have been reserved for you; therefore, please attend your follow-up visits as scheduled. If you cannot keep your appointment, contact your therapist as soon as possible to cancel or reschedule. A minimum of 24 hours' notice is required for rescheduling or canceling an appointment (unless in the case of an emergency). At the discretion of your therapist, a **fee up to the full standard fee for a counseling session will be applied** should you fail to show up for a scheduled session or to provide a notice of cancellation at least 24 hours in advance of a scheduled session. This fee is to be paid in full before future services are provided unless other arrangements have been made with your therapist. **If you miss 2 consecutive scheduled appointments without notification or incur excessive late cancellations (less than 24 hours), you may be discharged from the Relationship Institute of New Jersey and referred to another provider.** (Also see the [Appointment No-Show/Late Cancellation Policy](#).)

## EMERGENCY

If there is an emergency during therapy, or in the future after termination, where your therapist becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, he will do whatever he can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, he may also contact the person whose name you have provided as an emergency contact on the *Client Information Sheet* in this forms package.

## ADDITIONAL POLICIES SPECIFIC TO COUPLES THERAPY

The decision to enter into couples therapy is a difficult one, usually made during a painful time in the life of a couple. Couples who seek therapy have found the courage and willingness to share and explore issues that can be extremely private and perhaps damaging if disclosed outside the safety and boundaries of the counseling relationship. This willingness to risk participation in such intimate therapeutic discussion must be protected and respected. Therefore, the Relationship Institute of New Jersey has policies intended to protect each individual and the couple “unit” as a whole.

**Voluntary Participation:** As a client and consumer, you may choose to initiate or terminate treatment at any time.

**Attendance and Cancellations:** The established appointment time is set aside for a particular couple. *It is expected that you both will be prompt for your appointment.* If you or your partner arrives late for your appointment, the session will only start with both individuals present, and the session will still end at the regularly scheduled time. As noted earlier, *it is expected that you and/or your partner will give your therapist more than 24 hours’ notice if you must cancel the appointment.* It is recommended for consistency that after canceling an appointment, you attempt to reschedule it within the same week.

Unless otherwise agreed upon with the therapist, *if only one partner shows up to the session, for the sake of the neutrality and symmetry of the therapy, the therapist will not conduct an individual session.* He apologizes in advance for the inconvenience, but it is important that he, as your therapist, maintains neutrality and objectiveness in the couples’ counseling relationship. It is, nonetheless, expected that *the full fee for the session will be paid.*

**Shared Information:** When a couple enters into counseling, they are considered one unit/entity. This means that the therapist’s allegiance is to the couple “unit” and not to either individual. The therapist finds this is particularly important in creating a space where both partners can feel safe. Therefore, the therapist adheres to a strict “no secrets” policy. This means that *he will not hold secrets for either partner.*

On occasion during the counseling process, individual partners may be seen for an individual counseling session. In this case, the individual session is still considered as part of the couples counseling relationship. Therefore, *information disclosed during individual sessions may be brought into the couples sessions.* If an individual chooses to share sensitive information with the therapist, he will offer the individual every opportunity to disclose the relevant information and will provide guidance in this process. If the individual refuses to disclose this information

within the couple's session, the therapist may determine that it is necessary to discontinue the counseling relationship with the couple. This policy specific to couples therapy is intended to maintain the integrity of the counseling relationship. If there is information that an individual desires to address within a context of individual confidentiality, the therapist will be happy to provide referrals to other therapists who can provide concurrent individual therapy.

**Risks Associated with Counseling:** During the couples counseling process, you may experience emotional discomfort related to new/challenging issues discovered while exploring feelings and dynamics. Sometimes, one must experience difficult/painful emotions in the process of healing and strengthening the relationship. Together, the therapist and couple will evaluate your progress toward your goals for therapy and follow-up with necessary alterations in the therapeutic approach.

**Release of Records:** Because a couple is viewed as a single client, progress notes/clinical case notes or any other request for treatment information will not be released unless authorization is provided by all the original participants within the counseling relationship. The therapist also has discretion provided under his confidentiality guidelines as to whether the release of the progress notes/clinical notes is in the best interests of the couple or individual members. In an effort to create a safe and respectful therapeutic environment, the therapist maintains a policy of no involvement in legal cases involving any client seen presently or in the past. By signing below, you are agreeing not to request, subpoena or attempt to acquire any of his clinical records or progress/clinical case notes for purposes related to any subsequent actions of divorce, child custody, etc.

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