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Bill of Rights and Informed Consent for Services

Therapy is a relationship that works, in part, because of clearly defined rights and responsibilities held by each person. This framework helps to create the safety to take risks and the support to become empowered to change. As a client in therapy you have certain rights that are important for you to know about because this is your therapy and its goal is your well-being. There are also certain limitations to those rights that you should be aware of. This document is an explanation of your rights and responsibilities as a client and my responsibilities to you as a therapist.

My Responsibilities to You as Your Therapist

Part I: Confidentiality

One of your most basic rights as a client is the right to confidentiality and it is my responsibility to ensure your confidentiality. With the exception of certain specific circumstances that will be described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission. Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so unless the situation is an emergency. I will always act so as to protect your privacy even if you do release me in writing to share information about you. You may direct me to share information with whomever you choose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a therapy session with you.

You are also protected under the provisions of the Federal health Insurance Portability and Accountability Act (HIPAA). This law ensures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically, for example, sending bills or faxing information, that information will be sent with special safeguards to ensure confidentiality.

If you elect to communicate with me via email at some point in our work together, please be aware that email is not completely confidential. All emails are retained in the logs of your or my internet service provider. While under normal circumstances, no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider. Any email I receive from you, as well as any responses that I send to you, will be printed out and kept in your treatment record.

Legal Exceptions to Confidentiality:

While every attempt will be made during our work together to maintain your confidentiality, there are several circumstances in which I will, without hesitation, breach our agreement for confidentiality. Those circumstances are:

1. If, at any time, you threaten to injure, kill, or cause bodily harm to an individual or threaten to destroy the property of another individual, I am legally obligated to warn that named individual of your intentions as well as report your threats to the authorities local to that individual for their protection.
2. If, at any time, you threaten to injure, kill, or cause bodily harm to yourself, I am legally obligated to warn responsible family members and local authorities to aid in your protection. I will also contact and request a psychiatric screening from the county psychiatric screening center or request that authorities bring you to the nearest emergency room.
3. If, at any time, you reveal information related to the abuse or neglect of a child, dependent adult or elderly person by yourself or any other individual, I am required by law to report this behavior to the responsible authorities.
4. If, at any time, you reveal that another named healthcare or mental health care provider is engaged in either sexual contact with a client or is impaired from practice in some manner by cognitive, emotional, behavioral, or health problems, the law requires me to report this to their licensing board.

Statement on Confidentiality of Couples/Families

If clients enter into treatment as a family or a couple, then it is the couple or the family that is treated as the collective client. In such circumstances, secrets will not be held from other members of the family/couple. If individual members of the collective client are seen for individual sessions, what that individual says in those individual sessions will be considered to be a part of the collective client's therapy, and can and will be discussed in joint sessions. I reserve the right to terminate treatment and refer to another qualified professional if an individual member of the collective is determined to keep secrets from other members of the collective client.

Statement on Minor Clients

Clients that are under the age of eighteen (18) retain a limited right to confidentiality. All efforts will be made to retain the confidentiality of minor clients but it must be made known that parents of these minor children have the right to access the records of these clients. Information regarding the minor's sexually transmitted disease, termination of pregnancy or substance abuse or any other information that in the reasonable exercise of the licensee's professional judgment may adversely affect the minor's health or welfare is not required to be

released to the minor's parents. **Under no circumstance will a minor's intent to harm him/herself or another be kept from a parent.**

Statement on Expressed or Implied Guarantees

Contained in this document, advertisements, Internet web-sites, or individual communications is no explicit or implied guarantees for any outcomes of treatment. It is impossible to predict or guarantee a specific outcome of any individual intervention or course of treatment. Therefore, no guarantee can or ever will be given as to treatment outcome.

Statement on Therapist Availability and Electronic Contact

Clients are free to call my listed practice telephone number (732.997.0214) and leave a message or send an email to leslie.small@lfsprofessionalcounseling.com at any time. In the case of a psychiatric emergency, clients should first call 911 or local authorities. A call to my practice line should come following this call.

Excessive emails and voice messages (voice messages and emails that take more than 45 minutes to listen to, read, and respond to) will be billed for one 45 minute session.

Part II: Record Keeping

I keep very brief records noting only that you have been here, what interventions happened in session, and the topics we discussed. If you prefer that I keep no records, you must give me a written request to this effect for your file and I will only note that you attended therapy in the record. Under the provisions of the Health Care Information Act of 1992, you have the right to a copy of your file. You have the right to request that I correct any errors in your file. You have the right to request that I make a copy of your file available to any other health care provider at your written request. I maintain your records in a secure location that cannot be accessed by anyone else.

Part III: Diagnosis

This section is only intended for individuals using health insurance to pay for their services and only for those insurances that I am credentialed for. If a third party such as an insurance company is paying for part of your bill, I am normally required to give a diagnosis to that third party in order to be paid. Diagnoses are technical terms that describe the nature of your problems and something about whether they are short-term or long-term problems. If I do use a diagnosis, I will discuss it with you. All of the diagnoses come from a book titled the DSM-IV-TR; I have a copy in my office and will be glad to let you borrow it and learn more about what it says about your diagnosis.

Part IV: Other Rights

You have the right to ask questions about anything that happens in therapy. I'm always willing to discuss how and why I've decided to do what I'm doing and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns, and can request that I refer you to someone else if you decide I'm not the right therapist for you. You have the right to terminate our partnership at any time.

Your Responsibilities as a Therapy Client

Part I: Fees

Fees are based on the amount of time scheduled with the therapist. Individual sessions last between 45-50 minutes while couple/family sessions last 60-70 minutes. The full fee schedule is listed below:

- 45-50 minute individual session \$100.00
- 60-70 minute family/couple session \$150.00
- 75 minute individual initial session \$150.00
- 90 minute family/couple initial session \$200.00

Payment of the session fee is due in full at the time of the session and balances cannot be carried over to the next session. Payments are accepted in the form of check, money order, credit card (Visa, MasterCard, American Express, Discover; \$3.00 fee applies) and cash. If payment is not received, the therapist reserves the right to seek legal recourse to recoup any unpaid balance. In pursuing these measures, the therapist will only disclose biographical information and the amount owed in order to maintain and ensure confidentiality. Receipts will be provided after every session and can be submitted to insurance companies for reimbursement if you have out-of-network benefits.

Part II: Punctuality

You are responsible for arriving at the place of the appointment in time to begin at the scheduled time. If you are late, the session will end at its scheduled time and will not run over time into the next client's session. Sessions that begin late will be billed for the scheduled time and you are responsible for the full amount.

Sessions that must be canceled require 24 hour notice. Sessions that have not been canceled in the 24 hour time frame will be billed at the originally scheduled rate and payment for this session is due at the time of the next scheduled session with that session's payment. Waiver of this late-cancellation fee will be made in the event of extreme circumstances.

Part III: Effort and Accountability

The therapy process is a team oriented process. I will do all that I can to help you work through your specific issues and concerns, but it is imperative that you recognize your responsibility to put forth maximum effort into getting better. Therapy takes effort, accountability, honesty, and a willingness to take risks on the part of the client to work. Without these things, therapy is very likely to be ineffective. It is your responsibility to ensure that you are putting as much as you can into each therapy session.

Agreement to Informed Consent and Bill of Rights

I have read this statement, had sufficient time to be sure that I considered it carefully, asked any questions that I needed to, and understand it. I understand the limits to confidentiality required by law. I understand my rights and responsibilities as a client and my therapist's responsibilities to me. I agree to enter into therapy and understand that I may terminate therapy at any time, though I will be responsible for unpaid balances.

Client Printed Name

Therapist Printed Name

Client Signature

Therapist Signature

Guardian Printed Name

Guardian Signature

Client Address
