

CACTUS Center, LLC

MANDATORY DISCLOSURE AND INFORMED CONSENT FOR TREATMENT

Welcome

Welcome to CACTUS Center, LLC. I am honored to be a part of your journey towards healing and development. I would like to use this opportunity to tell you about myself and the structure of my practice. In doing so I will lay out specific policies and inform you of your rights as a client.

I am a New Jersey Master's level licensed professional counselor who uses evidenced based approaches such as cognitive behavioral therapy and rational emotive behavioral therapy to address your presenting issue. With these modalities we focus on developing skills that will allow us to address your presenting issue. At times therapy can be uncomfortable and challenging due to the content being explored. This is normal and at times necessary to reach the benefits of therapy, which include improvement in relationships, increased work performance, increased confidence, etc. In order for therapy to be successful it requires that you be an active participant.

The first few sessions will be spent evaluating and determining whether I am a good fit for you. Once it is decided that you will continue your journey with me we will then collaborate to form a treatment plan that will serve as our guide throughout this journey.

Sessions

The first session is considered an intake session and may last up to an hour. Once you have decided to commit to therapy, the duration of a typical session will be 45 minutes. A standard commitment to therapy consists of weekly meetings scheduled on the same day and time each week, unless we discuss and mutually agree upon any schedule changes. *Payment is collected at every session, unless other arrangements are agreed upon.*

Professional Fees

I do not work directly with insurance companies but will be happy to provide out-of-network service and provide you with a receipt for services rendered should you desire to seek insurance reimbursement on your own. My fee is \$150 for a 45 minute session and is due at time of service unless we specifically make other arrangements. Session length and frequency can be modified based on your needs and fees will be adjusted accordingly. For those who demonstrate financial need, I can temporarily provide services on a sliding scale, based on income and family size.



Cancellation Policy

Please call (973) 593-5234 to schedule your appointments. If you are unable to keep an appointment, please notify me 24 hours in advance to cancel or reschedule. It is costly in travel expense and lost revenue if you cancel within 24 hours or "no show" for your appointment. I have reserved that spot for you and so did not offer it to other clients who might have wanted it. Since I recognize that unexpected circumstances sometimes arise I will forgive one no show/late cancellation, but after that if you fail to provide sufficient notice of cancellation, you will be charged the full fee for the missed session. As with all parts of this document, please talk to me if you have any concerns about how this policy applies in your situation.

Confidentiality

It is important to understand what confidentiality entails and what the exceptions of confidentiality are. Generally, any information provided by the client during therapy sessions is legally confidential and cannot be released without written consent from the client or responsible party stating that it is okay for therapist to provide a third party with specific information surrounding your treatment.

Limits of Confidentiality

Although I am legally and ethically committed to protecting your privacy, it is important that you understand there may be instances in which I am legally required to violate your confidentiality. These are known as the limits of confidentiality and are as follows:

- 1. If I believe that you are likely to harm yourself and/or another person, I am required to notify the authorities.
- 2. If you pose an immediate threat or danger to yourself or others, I am required to notify the authorities.
- 3. If the life or wellbeing of a minor is in danger, I am required to notify the authorities.
- 4. If your records are requested by a valid subpoena or court order, I must respond.

Confidentiality Guidelines in Couples Counseling

Confidentiality in couples counseling requires additional considerations to those of individual therapeutic work. In couples counseling I regard the relationship as the client. Depending on the situation I may meet with clients either together or individually. I may also refer one or both clients for individual work with another therapist if it appears concerns may best be addressed separately. In general I treat information shared in individual sessions confidentially, though I may encourage information gathered in individual sessions to be shared in the couples' sessions. If I believe based on what is shared individually that couples therapy will not be effective (for example, one of the partners is



not willing to disclose a major secret that is affecting the relationship), I may choose to terminate the couples counseling. In this case I will still not reveal what was shared individually but will discuss the termination with each person and will do what I can to facilitate a smooth transition.

Domestic Violence: In order for couples counseling to be successful, both partners must be willing to take responsibility for their actions and make adjustments to their behavior. Both partners should feel and be safe in order for therapy to be effective. Couples counseling is not effective if partner abuse or domestic violence is present in the relationship. If you are seeking couples counseling and are presently in an abusive relationship, I can refer you to the appropriate resources but I cannot provide couples counseling.

Confidentiality Guidelines for Minors

I typically provide therapy for minors ages 12 and older. New Jersey State law requires that I obtain permission from the parent or legal guardian of any minor under the age of 16, in order to provide counseling services. If you are under 16 years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they agree to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else (See: Limits of Confidentiality). In this case, I will notify them of my concern. I will also provide them with a summary of your treatment when it is complete, as requested. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what we are prepared to discuss.

Although minors are not legally awarded the same privileges of confidentiality with their parent or guardian, it is important to create a safe space so they may be able to freely express themselves. In order to contribute towards creating a safe space, I ask that the parent or legal guardian not inquire about the details of what was discussed in their child's therapy sessions. If the parent or guardian is interested in incorporating family therapy sessions into the treatment plan of the child in order to support progress made during individual sessions, that is something I will consider and explore with both the minor and the interested parties.

Contacting me

I am often not immediately available by phone. If you need to talk with me between appointments, call my business phone at **(973) 532-5234**. If I can't speak with you at that time, leave your message on my voicemail with day and evening phone numbers and I will return your call as soon as possible. In case of a mental health emergency in which you are unable to reach me, please contact your primary care physician or psychiatrist, or call your nearby hospital. In cases of immediate danger you should go to the nearest emergency room or call 911.



You are welcome to contact me via email at cactuscenternj@gmail.com. Please be aware that email is not a secure form of communication and I cannot guarantee your confidentiality. If you choose to use email to communicate with me, you are indicating that you recognize the dangers and potential for breach of confidentiality associated with email and are willing to accept this risk. Please also realize that while I check email regularly, I cannot guarantee that I will reply immediately, so please do not use email to communicate time-sensitive information – please call me. Lastly, while I am always open to receiving email or messages and will read what you write, I may not send a detailed response. Please do not interpret that as a lack of interest; it is just not feasible for me to provide therapeutic services via email. Likewise, for the aforementioned reasons pertaining to confidentiality, I am hesitant to respond to emails with great detail. We can discuss what you've written in our next therapy session. **Note that emails are reserved for scheduling and other administrative issues, not for clinical issues.**

For my business phone and voicemail services, I use Google Voice. I receive an electronic transcript of all phone messages, and those messages and the phone number associated with them are stored on the Google servers. If you have concerns about Google's privacy policy (http://www.google.com/policies/privacy/) or would otherwise prefer to not communicate with me through that service, I am happy to provide you with a number that does not go through Google Voice.

For my business calendar, I use Google Calendar along with the secure, HIPAA compliant calendar system on my website. Only your client number will be visible in my Google calendar. I also store your first name (and sometimes last initial) and phone number in Google Contacts so that I have your number readily available in case I need to contact you (for example, if I was sick on the day of our appointment and could not go to the office, or so I know who you are if you send me a text message.) If you do not want me to store your number in Google Contacts please let me know and I will record it in an alternate way.

Consent

I have read the preceding information (which will also be presented verbally) and I understand my rights as a client or as the client's responsible party. I consent to receive counseling and/or other psychotherapeutic services provided by Jean Semelfort, MA, LPC and agree to abide by the requirements outlined above. Feel free to ask questions after reviewing this form. I look forward to working with you!

Please print client's name:

Client/Parent or Guardian Signature & Date: