

**MARK LITTMAN, MA, LPC
PROFESSIONAL DISCLOSURE STATEMENT
AND INFORMED CONSENT**

The information listed below is provided to help you decide if my services meet your needs at this time. As my client, you have the right to ask additional questions to help clarify my academic qualifications as well as my experience and background as it relates to our mutual professional goals and expectations. Please see Credentials and Experience for further information. The material below will be reviewed and updated as necessary during the course of counseling. If you decide to begin counseling with me you will be given a copy of this statement which we will both sign.

THE PURPOSE OF COUNSELING

The purpose of counseling is to help individuals, couples and families resolve issues that are interfering with the enjoyment of the process of life. You may want to resolve specific problems or bring a more positive balance to your life. Whether it is individual, couple, family or group counseling, we will initially determine your goals and assess if we can work together to meet them. As counseling continues, we will regularly evaluate our progress to determine if your goals have been met or if there is a need for additional sessions, termination, or a referral to another practitioner for counseling or assistance.

OUR MUTUAL RIGHTS AND RESPONSIBILITIES

You have the right to ask me to explain my reasons for using certain procedures or making recommendations regarding your treatment.

You have the right to refuse to follow my recommendations, and/or to terminate counseling at any time or for any reason.

If you choose not to follow my recommendations, and I feel it is in your best interests, I have the right and ethical responsibility to terminate counseling and offer a referral to another counselor.

Barring emergencies, you have the right to expect that I will be available for your counseling sessions at the scheduled time.

Barring emergencies, I have the right to expect that you will arrive for your counseling sessions at the scheduled time.

Unless other arrangements have been made, I have the right to expect payment for any appointment not cancelled prior to 24 hours before the scheduled time of the session.

I have the right to request termination of counseling if you regularly miss and/or cancel appointments and we cannot resolve the problem. You have a right to request a final session, at no cost, to discuss the reasons for termination and to decide on an appropriate referral if necessary or desired.

You have the right to confidentiality in the counseling relationship as described in the next section below.

MY RESPONSIBILITIES AS YOUR COUNSELOR

Right to Privacy

As a Licensed Professional Counselor, I follow the Code of Ethics and Standards of Practice of the American Counseling Association and National Board for Certified Counselors as approved by the New Jersey Professional Counselor Examiners Committee. These ethics and standards protect both my clients as well as the community I serve. A primary provision is to protect your right to privacy.

I must keep all information you have told me or I obtained from our counseling relationship in strict confidence unless I have your written permission to inform or consult with another person or agency. I may consult with colleagues for consultation and/or supervision with the understanding that I will not disclose your name or any other identifiable personal information. There are three major exceptions to this code of confidentiality:

1. I must disclose information to a third party if I learn of any potential abuse or neglect to a child or elderly person, or if I learn that you pose a threat or danger to yourself or any other person.
2. If I receive information confirming that you have a disease known to be communicable and fatal, I must disclose this to a third party who by his/her relationship with you is at high risk of contracting the disease. Before making the disclosure, I must first determine that you have not already informed the third party and that you have no intention to do so. In short, I have a duty to protect you and others from harm.
3. If I am subpoenaed to release confidential information without your permission, I will inform you before disclosing any information and involve you in the decision-making process. If I am required to disclose confidential information without your permission, I will do my best to limit it to only that which is essential

I will not disclose any information without first consulting my colleagues or other practitioners regarding the validity of my concerns.

Should you request that I reveal information about our counseling relationship to others, you must first sign a release of information specifying the person and/or agency to be contacted and the extent of the information you wish revealed. This may include managed care or third-party payers.

Minor children also have the right to privacy, even from his/her parents or legal guardian. I will respect the privacy of any minor child unless I believe the child to be a danger to him/herself or others, or the child gives me permission to involve his/her parents in their treatment. In cases where I feel it is important for parents to be involved I will make every effort to obtain such permission.

YOUR RESPONSIBILITIES REGARDING CONFIDENTIALITY

If you are in individual counseling you are free to reveal any information regarding the nature of your treatment to whomever you wish.

If you are a member of a group, it is expected that you will maintain the confidentiality of other group members both in terms of their identity as well as the content of group discussions. The parameters (limits) of this confidentiality will be discussed prior to your first group session.

If you are in couple or family counseling it is expected that you will respect the rights of others to confidentiality. The parameters of this confidentiality will be discussed prior to the beginning of couple or family counseling.

RECORDS

It is my responsibility to ensure that all records are kept in a secure location and that only authorized persons may have access. In the event that I am no longer able to fulfill my duties as your counselor due to accident, serious illness or death, you may contact Beverly Barney at (973) 300-1921 or bevbarney1@gmail.com to discuss access or transfer of your record. You will be informed if the name of the person who is holding your record is changed.

Your record will include your diagnosis. You should be aware that if I am compelled to reveal information from your record (as described in the previous section) this diagnosis may no longer remain confidential. At your request, I can refrain from making a diagnosis but this should be discussed fully in advance.

You have a right to see your record, but I have the right to limit that access if I believe there is compelling evidence that seeing parts of your record could cause you harm.

Your record will be kept securely for a period of at least seven years after your last visit, even if you have passed away in the interim. If you have passed away, your record will be given the same privacy as discussed in the previous section. Records will be destroyed after seven years.

I have read and agree with the above _____ *Date* _____ *s*
Signature of Client

Signature of parent or legal guardian of minor child (under 18) _____

Signature of provider _____ *Date* _____