

AWAKEN ME LLC
Counseling Informed Consent
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CLIENT SERVICES CONTRACT

Welcome to AWAKEN ME. This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us.

COUNSELING SERVICES

Counseling is not easily described in general statements. It varies depending on the personalities of the counselor and client, and the particular problems you hope to address. I as the counselor may use different methods to help get to the root of the problem. Counseling is not like a medical doctor visit. Instead, it calls for a very active effort on you, the client. In order for counseling to be most successful, you may have to work on things we talk about both during our sessions and at home.

Counseling can be greatly beneficial as well as uncomfortable. This is because counseling 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, counseling has also been shown to have amazing benefits for people who go through it. Counseling often leads to better relationships, solutions to specific problems or challenges, and significant reductions in feelings of distress. But there are no guarantees as to what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and possibly a treatment plan to follow if you decide to continue with counseling. You should evaluate this information along with your own opinions about whether you feel comfortable working with me. At the end of the evaluation, I will notify you if I believe that I am not the right counselor for you and, if so, I will give you referrals to other practitioners whom I believe are better suited to help you.

Therapy involves a large commitment of time, money, and energy, so you should be careful about the counselor you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another counseling for a second opinion.

MEETINGS

If you agree to counseling, I will usually schedule one [50-minute] session per week, at a time we agree on. (Some sessions may be longer or more frequent) **Payment is expected prior to session via Cash App, Zelle, or Venmo.** There is a \$50 cancellation fee for failure to give 24 hours

advance notice of cancellation [unless we both agree that you were unable to attend due to circumstances beyond your control]. [If it is possible, I will try to find another time to reschedule the appointment.]

PROFESSIONAL FEES

\$60 USD Phone or Video Chat Session (35 minutes) (minor)

\$85 USD Phone or Video Chat Session (50 minutes)

\$175 USD Marriage & Couples' Session (60 minutes)

\$185 USD Family Session (60 minutes)

\$55 USD Group Rate per person (60 minutes) (4 person minimum)

All sessions are private pay (cash payments). Payment is due 2 hours prior to session. 24-hour notice for rescheduling or cancellation is required. No shows or less than 24-hour notice cancellations will result in a 75% cancellation fee of the original session fee.

BILLING AND PAYMENTS

You will be expected to pay for each session 2 hours prior to session time **via Cash App, Zelle or Venmo**. Payment schedules for other professional services will be agreed to when such services are requested.

CONTACTING ME

I am often not immediately available by telephone. Though I am usually in my office, I probably will not answer the phone when I am with a client. When unavailable, my telephone is answered by an answering service [machine, voice mail, or my assistant] [that I monitor frequently, or who knows where to reach me]. I will make every effort to return your call on the same day you make it. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist [psychiatrist] on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

CONFIDENTIALITY [for adult patients]

In general, the privacy of all communications between a client and a counselor is protected by law, and I can only release information about our work to others with your written permission. But there are a few exceptions.

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some legal proceedings, a judge may order my testimony if he/she determines that the issues demand it, and I must comply with that court order.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a client's treatment. For example, if I believe that a child [elderly person or disabled person] is being abused or has been abused, I must [may be required to] make a report to the appropriate state agency.

If I believe that a client is threatening serious bodily harm to another, I am [may be] required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client. If the client threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection. If a similar situation occurs in the course of our work together, I will attempt to fully discuss it with you before taking any action.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The consultant is also legally bound to keep the information confidential. Ordinarily, I will not tell you about these consultations unless I believe that it is important to our work together.

Although this written summary of exceptions to confidentiality is intended to inform you about potential issues that could arise, it is important that we discuss any questions or concerns that you may have at our next meeting. I will be happy to discuss these issues with you and provide clarification when possible.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

CLIENT'S SIGNATURE _____ DATE _____

MINORS

Parent Authorization for Minor's Counseling Sessions

To authorize counseling sessions for your child, you must be the custodial parent. I may ask you to provide me with a copy of documentation that demonstrates you have the right to authorize counseling for your child.

It is possible that during these sessions' differences among parents and/or differences between parents and the counselor regarding the child's treatment may arise. If such disagreements occur, I will strive to listen carefully so that I can understand your perspectives and fully explain my perspective. We can resolve such differences, or we can agree to disagree, so long as this enables your child's therapeutic progress. Ultimately, parents decide whether counseling will continue. If either parent decides that counseling sessions should end, I will honor that decision, unless there are extraordinary circumstances. However, in most cases, I will ask that you allow me the option of having a few closing sessions with your child to appropriately end the counselor/client relationship.

Individual Parent/Guardian Communications with Me

During my counseling of your child, I may meet with the child's parent(s)/guardian(s) either separately or together. Please be aware, however, that, at all times, my client is your child – not the parents/guardians nor any siblings or other family members of the child.

If I meet with you or other family members during your child's therapeutic process, I will make notes of that meeting in your child's session records. Please be aware that those notes will be available to any person or entity that has legal access to your child's counseling record.

Mandatory Disclosures of Treatment Information

In some situations, I am required by law or by the guidelines of my profession to disclose information, whether I have your or your child's permission. I have listed some of these situations below.

Confidentiality cannot be maintained when:

- Child patients tell me they plan to cause serious harm or death to themselves, and I believe they have the intent and ability to carry out this threat in the very near future. I must take steps to inform a parent or guardian or others of what the child has told me and how serious I believe this threat to be and to try to prevent the occurrence of such harm.
- Child patients tell me they plan to cause serious harm or death to someone else, and I believe they have the intent and ability to carry out this threat in the very near future. In this situation, I must inform a parent or guardian or others, and I may be required to inform the person who is the target of the threatened harm [and the police].
- Child patients are doing things that could cause serious harm to them or someone else, even if they do not intend to harm themselves or another person. In these situations, I will need to use my professional judgment to decide whether a parent or guardian should be informed.
- Child patients tell me, or I otherwise learn that it appears that a child is being neglected or abused--physically, sexually, or emotionally--or that it appears that they have been neglected or abused in the past. In this situation, I am [may be] required by law to report the alleged abuse to the appropriate state child-protective agency.
- I am ordered by a court to disclose information.

Disclosure of Minor's Treatment Information to Parents

Counseling is most effective when a trusting relationship exists between the counselor and the client. Privacy is especially important in earning and keeping that trust. As a result, it is important for children to have a "zone of privacy" where children feel free to discuss personal matters without fear that their thoughts and feelings will be immediately communicated to their parents. This is particularly true for adolescents who are naturally developing a greater sense of independence and autonomy.

It is my policy to provide you with general information about your child's treatment, but NOT to share specific information your child has disclosed to me without your child's agreement. This includes activities and behavior that you would not approve of — or might be upset by — but that do not put your child at risk of serious and immediate harm. However, if your child's risk-taking behavior becomes more serious, then I will need to use my professional judgment to decide whether your child is in serious and immediate danger of harm. If I feel that your child is in such danger, I will communicate this information to you.

Even when we have agreed to keep your child's session information confidential from you, I may believe that it is important for you to know about a particular situation that is going on in your

child's life. In these situations, I will encourage your child to tell you, and I will help your child find the best way to do so. Also, when meeting with you, I may sometimes describe your child's problems in general terms, without using specifics, to help you know how to be more helpful to your child.

Disclosure of Minor's Treatment Records to Parents

Although the laws of New Jersey may give parents the right to see any written records I keep about your child's treatment, by signing this agreement, you are agreeing that your child or teen should have a "zone of privacy" in their meetings with me, and you agree not to request access to your child's written treatment records.

Parent/Guardian Agreement Not to Use Minor's Counseling Information/Records in Custody Litigation

When a family is in conflict, particularly conflict due to parental separation or divorce, it is very difficult for everyone, particularly for children. Although my responsibility to your child may require my helping to address conflicts between the child's parents, my role will be strictly limited to providing treatment to your child. You agree that in any child custody/visitation proceedings, neither of you will seek to subpoena my records or ask me to testify in court, whether in person or by affidavit, or to provide letters or documentation expressing my opinion about parental fitness or custody/visitation arrangements.

Please note that your agreement may not prevent a judge from requiring my testimony, even though I will not do so unless legally compelled. If I am required to testify, I am ethically bound not to give my opinion about either parent's custody, visitation suitability, or fitness. If the court appoints a custody evaluator, guardian *ad litem*, or parenting coordinator, I will provide information as needed, if appropriate releases are signed or a court order is provided, but I will not make any recommendation about the final decision(s). Furthermore, if I am required to appear as a witness or to otherwise perform work related to any legal matter, the party responsible for my participation agrees to reimburse me at an hourly rate agreed upon by the responsible party and myself, to include time spent traveling, speaking with attorneys, reviewing and preparing documents, testifying, being in attendance, and any other case-related costs.

Child/Adolescent Patient:

By signing below, you show that you have read and understood the policies described above. If you have any questions as we progress with therapy, you can ask me at any time.

Minor's Signature*

_____ Date _____

Parent/Guardian of Minor Patient:

Please initial after each line and sign below, indicating your agreement to respect your child's privacy:

I will refrain from requesting detailed information about individual therapy sessions with my child. I understand that I will be provided with periodic updates about general progress, and/or may be asked to participate in counseling sessions as needed. _____

Although I may have the legal right to request written records/session notes since my child is a minor, I agree NOT to request these records in order to respect the confidentiality of my child's/adolescent's treatment. _____

I understand that I will be informed about situations that could endanger my child. I know this decision to breach confidentiality in these circumstances is up to the counselor's professional judgment, unless otherwise noted above. _____

Parent/Guardian Signature _____ Date _____

Parent/Guardian Signature _____ Date _____