

SCOPE OF PRACTICE DISCLAIMER HANDOUT

13:34-10.3 SCOPE OF PRACTICE; PROFESSIONAL COUNSELOR AND ASSOCIATE COUNSELOR

a) The scope of practice of a licensed professional counselor includes, but is not limited to, counseling, counseling interventions, appraisal and assessment, consulting, referral and research activities, as defined in N.J.A.C. 13:34-10.2.

b) The scope of practice of a licensed associate counselor includes, but is not limited to, counseling, counseling interventions, appraisal and assessment, consulting, referral and research activities, as defined in N.J.A.C. 13:34-10.2, under direct supervision pursuant to the provisions of N.J.A.C. 13:34-13. A licensed associate counselor may only engage in the independent practice of counseling under the direct supervision of a qualified supervisor, consistent with the requirements of this section.

c) An independent practice shall be owned and operated by a licensed professional counselor or a licensed healthcare professional that holds a clinical license to provide mental health counseling services.

13:44G-3.1 PRACTICE AS AN LCSW; SCOPE

a) The scope of practice of an LCSW includes, but is not limited to:

1) Clinical social work services. Clinical social work services include, but are not limited to, clinical assessment, clinical consultation, psychotherapeutic counseling, client centered advocacy, and clinical supervision of individuals pursuant to the standards set forth in N.J.A.C. 13:44G-8.1. These terms are more specifically defined in N.J.A.C. 13:44G-1.2;

2) Social work services. Social work services include, but are not limited to, social work assessment, social work consultation, social work counseling, social work planning, social work community organization, social work policy, social work administration, social work research, and social work client-centered advocacy. These terms are more specifically defined in N.J.A.C. 13:44G-1.2; and

3) Custody/parenting time evaluations as set forth in Subchapter 13.

13:44G-13.2 COMPETENCY a) Only LCSWs are competent to perform custody/parenting time evaluations. There are no private practice providers at Therapy Resources of Morris County LLC that qualify for providing this service.

13:44G-3.2 PRACTICE AS AN LSW; SCOPE

a) The scope of practice of an LSW includes, but is not limited to: Chapter 44G Page 9 of 48

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1) Social work services. Social work services include, but are not limited to, social work assessment, social work counseling, social work consultation, social work planning, social work community organization, social work policy, social work administration, social work research, and social work client-centered advocacy. These terms are more specifically defined in N.J.A.C. 13:44G-1.2; and

2) Clinical social work services, under the supervision of a LCSW or other supervisor acceptable to the Board pursuant to the clinical supervision standards set forth in N.J.A.C. 13:44G-8.1. Clinical social work services include, but are not limited to, clinical assessment, clinical consultation, psychotherapeutic counseling and client centered advocacy. A LSW may not, however, provide clinical supervision. These terms are more specifically defined in N.J.A.C. 13:44G-1.2.

b) No LSW is permitted to perform custody/parenting time evaluations as set forth in Subchapter 13.

RECORDS & INFORMATION RELEASE AUTHORIZATION **(Copy to Client Required)**

This practice is required to communicate to each client that federal law and regulations protect the confidentiality of alcohol and drug abuse records. A summary of the law and regulations must be given to each client.

THIS IS YOUR COPY OF THAT SUMMARY

Confidentiality of Alcohol and Drug Use Client Records

The confidentiality of alcohol and drug abuse patient records maintained by this practice is protected by the Federal law and regulations. Generally, the practice may not say to a person outside the practice that a person attends the practice, or disclose any information identifying a client as an alcohol or drug abuse client unless:

1. the client consents in writing
2. the disclosure is allowed by a court order
3. the disclosure is made to medical personnel in a medical emergency or to qualified personnel for research, audit, or practice evaluation.

Violation of the Federal law and regulations by a practice is a crime. Suspected violations may be reported to appropriate authorities in accordance with Federal regulations.

Federal law and regulations do not protect any information about a crime committed by a client either at the practice or against any person who works for the practice or about any threat to commit such a crime.

Federal laws and regulations do not protect any information about suspected child abuse or neglect from being reported under state law to appropriate state or local authorities. [See 42 U.S.C. 290dd-3 and 42 U.S.C. 290ee-3 for Federal laws and 42 CFR- Part 2 for Federal Regulations.]

Current 2018 Standard Rates of Service are as follows:***Services Typically Covered by Insurance Companies***

\$275 per 90-min Initial Diagnostic Assessment

Individual Psychotherapy Sessions

\$ 85 per 30-min

\$125 per 45-min

\$165 per 60-min

Family Systemic Psychotherapy Sessions

\$185 per 60-min

\$225 per 80-min

Group Interactive Psychotherapy Sessions

\$ 95 per 80-min group session

\$ 95 per 80-min multi-family group session

Services NOT Covered by Insurance Companies**Consultations or Crisis Management Sessions**

\$ 85 per 30-min intervals

Extended Therapy Services

\$ 85 per 30-min intervals

*Any service extending allowable insurance reimbursement for same date of service

\$ 75 Cancellation Fee

*Without 24-hour prior notice

*Holiday Cancellation regardless of time frame

Ancillary Services

\$20 per Urine Drug/Alcohol 10 Panel Toxicology Screen

*Required for Substance Use Treatment

\$30 per STOP Program Workbook

*Required for Domestic Violence treatment

\$40 per 15-minute Status Reports and Other Correspondence

*Related to mandated services or as requested

*Attorneys, Courts, Probation, IDRC, Schools, Etc.

CLIENT INDIVIDUAL RIGHTS RELATED TO SERVICES

Therapy Resources of Morris County, LLC respects the rights of individuals served and validates this concern when interacting with those individuals. Therapy Resources of MC also understands the role of the client as part of the treatment process. Therapy Resources of MC seeks to increase awareness of the ethical issues surrounding clients' rights within the provision of service.

- ~THE RIGHT TO UNDERSTAND AND USE THESE RIGHTS. If for any reason you do not understand or you need help, Therapy Resources of MC must provide assistance within the scope of the practices ability.
- ~THE RIGHT TO RECEIVE A WRITTEN COPY OF THESE RIGHTS AND RESPONSIBILITIES at intake and have an opportunity to discuss them.
- ~THE RIGHT TO RECEIVE TREATMENT WITHOUT DISCRIMINATION as to race, color, religion, sex, national origin, disability, or sexual orientation.
- ~THE RIGHT TO PRIVACY AND DIGNITY provided through considerate and respectful care in a clean and safe environment.
- ~THE RIGHT TO BE INFORMED OF THE NAMES, POSITIONS, QUALIFICATIONS AND FUNCTIONS of any practice staff involved in your care.
- ~THE RIGHT TO RECEIVE COMPLETE INFORMATION about your diagnosis, treatment, prognosis and policies of the Practice that govern your care.
- ~THE RIGHT TO RECEIVE ALL THE INFORMATION NEEDED TO GIVE CONSENT for any proposed treatment. This information shall include the possible risks and benefits of the procedure or treatment.
- ~THE RIGHT TO RECEIVE PROMPT AND ADEQUATE REFERRALS to treatment for services beyond the scope of Therapy Resources of MC, such as specialty/physical health services.
- ~THE RIGHT TO REFUSE TREATMENT and receive feedback on what affect this may have on your health and emotional well-being.
- ~THE RIGHT TO PRIVACY while at Therapy Resources of MC and confidentiality of all information regarding your care.
- ~THE RIGHT TO UNDERSTAND BILLING PROCEDURES and receive a copy of your fee agreement.
- ~THE RIGHT TO PARTICIPATE IN DECISIONS about your treatment and discharge and / or transfer from the Therapy Resources of MC.
- ~THE RIGHT TO REVIEW YOUR CLINICAL RECORD, without charge, in the presence of your clinician, unless it is determined that this disclosure would be clinically harmful.
- ~THE RIGHT TO COMPLAIN WITHOUT FEAR OF REPERCUSSIONS about the care and services you are receiving.
- ~THE RIGHT TO PARTICIPATE IN DISCUSSIONS INVOLVING ETHICAL ISSUES RELATED TO YOUR CARE.
- ~THE RIGHT TO NOT BE SUBJECTED TO NON-STANDARD TREATMENT OR PROCEDURES, experimental procedures or research, psycho-surgery, sterilization, electro-convulsive therapy or provider demonstration programs, without written informed consent, after consultation with counsel or an interested party of your choice. (N.J.A.C. 10:37-6 Article XV). If the person has been adjudicated as incompetent, authorization for such procedures may be obtained only pursuant to the requirements of NYSSA 30:4-24.2d(2).
- ~THE RIGHT TO THE LEAST RESTRICTIVE CONDITIONS necessary to achieve the goals of treatment/services.
- ~THE RIGHT TO TREATMENT IN THE LEAST RESTRICTIVE SETTING, free from physical restraints and isolation, provided, however that a client in Inpatient Care may be restrained or isolated in an emergency pursuant to the provisions of N.J.S.A. 30-4-24.2d(3) (See N.J.A.C. 10:37-6, Article XV.)
- ~THE RIGHT TO BE FREE OF CORPORAL PUNISHMENT

CLIENT IND RESPONSIBILITIES RELATED TO SERVICES

Therapy Resources of Morris County, LLC respects the rights of individuals served and validates this concern when interacting with those individuals. Therapy Resources of MC also understands the role of the client as part of the treatment process. Therapy Resources of MC seeks to increase awareness of the ethical issues surrounding clients' rights within the provision of service.

~IT IS YOUR RESPONSIBILITY TO PROVIDE,
to the best of your knowledge, accurate and complete information about present complaints,
past illnesses, hospitalizations, medications and other matters relating to your health.

~IT IS YOUR RESPONSIBILITY TO REPORT
any unexpected changes in your condition to the responsible staff member.

~IT IS YOUR RESPONSIBILITY TO REPORT
whether a course of action and what is expected of you is understood or not.

~IT IS YOUR RESPONSIBILITY TO FOLLOW
the agreed upon treatment plan formulated with your clinician and/or treatment team.

~IT IS YOUR RESPONSIBILITY TO KEEP
scheduled appointments and give timely notification if you are unable to do so.

~IT IS YOUR RESPONSIBILITY TO BE RESPONSIBLE
for your actions upon refusing treatment or not following the prescribed treatment plan.

~IT IS YOUR RESPONSIBILITY TO FOLLOW
practice rules and regulations affecting client care and conduct.

~IT IS YOUR RESPONSIBILITY TO BE CONSIDERATE
of the rights of other clients and our practice personnel as well as assisting in the control of confidentiality.

~IT IS YOUR RESPONSIBILITY TO CONSENT
for release of relevant information in an emergency situation and should short-term care be required in a crisis setting.

~IT IS YOUR RESPONSIBILITY TO PARTICIPATE
in discussions involving ethical issues of your care with appropriate Practice staff.

~IT IS YOUR RESPONSIBILITY TO BE RESPECTFUL OF THE PROPERTY OF OTHER PERSONS AND THE PRACTICE

CONFIDENTIALITY AND PRIVACY STATEMENT

THIS NOTICE OF PRIVACY PRACTICES ("NOTICE") DESCRIBES HOW WE MAY USE OR DISCLOSE YOUR HEALTH INFORMATION AND HOW YOU CAN GET ACCESS TO SUCH INFORMATION. PLEASE READ IT CAREFULLY.

Your "health information," for purposes of this Notice, is generally any information that identifies you and is created, received, maintained or transmitted by us in the course of providing health care items or services to you (referred to as "health information" in this Notice).

We are required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and other applicable laws to maintain the privacy of your health information, to provide individuals with this Notice of our legal duties and privacy practices with respect to such information, and to abide by the terms of this Notice. We are also required by law to notify affected individuals following a breach of their unsecured health information.

USES AND DISCLOSURES OF INFORMATION WITHOUT YOUR AUTHORIZATION

The most common reasons why we use or disclose your health information are for treatment, payment or health care operations. Examples of how we use or disclose your health information for treatment purposes are: setting up an appointment for you; testing or examining your eyes; prescribing glasses, contact lenses, or eye medications and faxing them to be filled; showing you low vision aids; referring you to another doctor or clinic for eye care or low vision aids or services; or getting copies of your health information from another professional that you may have seen before us. Examples of how we use or disclose your health information for payment purposes are: asking you about your health or vision care plans, or other sources of payment; preparing and sending bills or claims; and collecting unpaid amounts (either ourselves or through a collection agency or attorney). "Health care operations" mean those administrative and managerial functions that we must carry out in order to run our office. Examples of how we use or disclose your health information for health care operations are: financial or billing audits; internal quality assurance; personnel decisions; participation in managed care plans; defense of legal matters; business planning; and outside storage of our records.

OTHER DISCLOSURES AND USES WE MAY MAKE WITHOUT YOUR AUTHORIZATION OR CONSENT

In some limited situations, the law allows or requires us to use or disclose your health information without your consent or authorization. Not all these situations will apply to us; some may never come up at our office at all. Such uses or disclosures are:

- when a state or federal law mandates that certain health information be reported for a specific purpose;
- for public health purposes, such as contagious disease reporting, investigation or surveillance; and notices to and from the federal Food and Drug Administration regarding drugs or medical devices;
- **disclosures to governmental authorities about victims of suspected abuse, neglect or domestic violence;**
- uses and disclosures for health oversight activities, such as for the licensing of doctors; for audits by Medicare or Medicaid or Insurance Companies; or for investigation of possible violations of health care laws;
- **disclosures for judicial and administrative proceedings, such as in response to subpoenas or orders of courts or administrative agencies;**
- disclosures for law enforcement purposes, such as to provide information about someone who is or is suspected to be a victim of a crime; to provide information about a crime at our office; or to report a crime that happened somewhere else;
- disclosure to a medical examiner to identify a dead person or to determine the cause of death; or to funeral directors to aid in burial; or to organizations that handle organ or tissue donations;
- uses or disclosures for health-related research;
- **uses and disclosures to prevent a serious threat to health or safety; including potential harm to self or others**
- uses or disclosures for specialized government functions, such as for the protection of the president or high-ranking government officials; for lawful national intelligence activities; for military purposes; or for the evaluation and health of members of the foreign service;

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- disclosures of de-identified information;
- disclosures relating to worker's compensation programs;
- disclosures of a "limited data set" for research, public health, or health care operation
- incidental disclosures that are an unavoidable by-product of permitted uses or disclosures;
- disclosures to "business associates" and their subcontractors who perform health care operations for us and who commit to respect the privacy of your health information in accordance with HIPAA;

Unless you object, we will also share relevant information about your care with any of your personal representatives who are helping you with your care such as reimbursements. Upon your death, we may disclose to your family members or to other persons who were involved in your care or payment for health care prior to your death (such as your personal representative) health information relevant to their involvement in your care unless doing so is inconsistent with your preferences as expressed to us prior to your death.

SPECIFIC USES AND DISCLOSURES OF INFORMATION REQUIRING YOUR AUTHORIZATION

The following are some specific uses and disclosures we may not make of your health information **without** your authorization:

Marketing activities. We must obtain your authorization prior to using or disclosing any of your health information for marketing purposes unless such marketing communications take the form of face-to-face communications we may make with individuals or promotional gifts of nominal value that we may provide. If such marketing involves financial payment to us from a third party your authorization must also include consent to such payment.

Sale of health information. We do not currently sell or plan to sell your health information and we must seek your authorization prior to doing so.

Psychotherapy notes. Although we do not create or maintain psychotherapy notes on our patients, we are required to notify you that we generally must obtain your authorization prior to using or disclosing any such notes.

YOUR RIGHTS TO PROVIDE AN AUTHORIZATION FOR OTHER USES AND DISCLOSURES

- Other uses and disclosures of your health information that are not described in this Notice will be made only with your written authorization.
- You may give us written authorization permitting us to use your health information or to disclose it to anyone for any purpose.
- We will obtain your written authorization for uses and disclosures of your health information that are not identified in this Notice or are not otherwise permitted by applicable law.
- We must agree to your request to restrict disclosure of your health information to a health plan if the disclosure is for the purpose of carrying out payment or health care operations and is not otherwise required by law and such information pertains solely to a health care item or service for which you have paid in full (or for which another person other than the health plan has paid in full on your behalf).

Any authorization you provide to us regarding the use and disclosure of your health information may be revoked by you in writing at any time. After you revoke your authorization, we will no longer use or disclose your health information for the reasons described in the authorization. However, we are generally unable to retract any disclosures that we may have already made with your authorization. We may also be required to disclose health information as necessary for purposes of payment for services received by you prior to the date you revoked your authorization.

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YOUR INDIVIDUAL RIGHTS

You have many rights concerning the confidentiality of your health information. You have the right:

- **To request restrictions on the health information we may use and disclose for treatment, payment and health care operations.** We are not required to agree to these requests. To request restrictions, please send a written request to us at the address below
- **To receive confidential communications of health information about you in any manner other than described in our authorization request form.** You must make such requests in writing to the address below. However, we reserve the right to determine if we will be able to continue your treatment under such restrictive authorizations.
- **To inspect or copy your health information.** You must make such requests in writing to the address below. If you request a copy of your health information we may charge you a fee for the cost of copying, mailing or other supplies. In certain circumstances we may deny your request to inspect or copy your health information, subject to applicable law.
- **To amend health information.** If you feel that health information we have about you is incorrect or incomplete, you may ask us to amend the information. To request an amendment, you must write to us at the address below. You must also give us a reason to support your request. We may deny your request to amend your health information if it is not in writing or does not provide a reason to support your request. We may also deny your request if the health information:
 - was not created by us, unless the person that created the info is no longer available to make the amendment,
 - is not part of the health information kept by or for us,
 - is not part of the information you would be permitted to inspect or copy, or
 - is accurate and complete.
- **To receive an accounting of disclosures of your health information.** You must make such requests in writing to the address below. Not all health information is subject to this request. Your request must state a time period for the information you would like to receive, no longer than 7 years prior to the date of your request. Your request must state how you would like to receive the report (paper, electronically).
- **To designate another party to receive your health information.** If your request for access of your health information directs us to transmit a copy of the health information directly to another person, the request must be made by you in writing and must clearly identify the designated recipient and where to send the copy of the health information.

Contact Person:

Our contact person for all questions, requests or for further information related to the privacy of your health information is: Cheryl Garodnick LPC, LCADC, ACS, CCS at (973) 349-0757 or garodnick@therapyresourcesmc.com.

Complaints:

If you think that we have not properly respected the privacy of your health information, you are free to inform us or to the U.S. Department of Health and Human Services, Office for Civil Rights. We will not retaliate against you if you make a complaint. If you want to complain to us, send a written complaint to the office contact person at the address, fax or E mail shown above. If you prefer, you can discuss your complaint in person or by phone.

Changes to This Notice:

We reserve the right to change our privacy practices and to apply the revised practices to health information about you that we already have. Any revision to our privacy practices will be described in a revised Notice that will be posted prominently in our practice. Copies of this Notice are available by request.

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As a general rule, information you share in therapy sessions is confidential, unless you give consent to disclose certain information. However, there are exceptions to this rule that are important to understand prior to starting with the therapy process. In some situations, it is required by law or professional guidelines that information discussed in therapy has to be disclosed. Some of those situations are described below. Most involve your protection and the protection of others from the potential to be hurt or harmed. These disclosures would need to be further assessed on a case by case basis.

SPECIFIC TO AGE GROUP 14 YEAR OLDS TO 17 YEARS OLDS

1. If you report having a plan to harm yourself, based on the evaluation of that plan, confidentiality can be broken in order to protect you from harming yourself.
2. If you report having a plan to harm someone else, based on the evaluation of that plan, confidentiality can be broken in order to protect the person you intend to harm.
3. If you are involved in activities that could cause harm to yourself or someone else, even if you do not *intend* to harm yourself or someone else, based on the evaluation of that behavior, confidentiality can be broken.
4. If you report that you are being abused - physically, emotionally or sexually – or that you have been abused in the past.
5. If you agree that information can be shared with a specific person or entity, then we will discuss limits of what will be shared, and how that information will be shared. Providers will only disclose information within their scope of practice.

Except for situations as described above, your parents/guardians will not be told of specific information you disclose in therapy. This includes activities and behavior that your parents/guardians would not approve of or be upset by, however that do not put you or others at risk for immediate harm.

It may be important to let your parents know some information that is protected by confidentiality and you may be encouraged to share that information. Part of the therapist's job is to discuss this with you and to decide together the best way to communicate the information. Also, when meeting with your parents, I may sometimes describe problems in general terms, without using specifics, to help them know how to be more helpful to you.

SPECIFIC TO AGE GROUP 13 YEAR OLDS AND UNDER

1. If your child reports having a plan to harm him/her self, based on the evaluation of that plan, confidentiality can be broken to protect your child from harming him/her self.
2. If your child reports having a plan to harm someone else, based on the evaluation of that plan, confidentiality can be broken to protect the person they intend to harm.
3. If your child is involved in activities that could cause harm to him/her self or someone else, even if they do not *intend* to harm him/her self or someone else, based on the evaluation of that behavior, confidentiality can be broken.
4. If your child reports that they are being abused - physically, emotionally or sexually – or that they have been abused in the past.
5. If you agree that information can be shared with a specific person or entity, then we will discuss the limits of what will be shared, and how that information will be shared. Providers will only disclose information within their scope of practice.

Except for situations as described above, your child's information will not be told of specific information they disclose in therapy. This includes activities and behavior that you would not approve of or be upset by, but that do not put your child or others at risk for immediate harm. It may be important to let you know some information that is protected by confidentiality and your child may be encouraged to share that information. Part of the therapist's job is to discuss this with your child and to decide together the best way to communicate the information.