**STARFISH EXPERIENCE INCORPORATED**

**Sheila Kaminski, LCSW**

**58 Hickory Hill Lane**

**Tappan, New York 10983**

**201-594-9900**

[**www.sheilakaminskilcsw.com**](http://www.sheilakaminskilcsw.com)

**INFORMED CONSENTS /LIMITS OF CONFIDENTIALITY**

Below is information regarding informed consent for treatment, both in person and via telehealth, and limits of confidentiality. Please read carefully and feel free to let me know if you have any questions or concerns.

**Limits of Services and Assumption of Risks**

Psychotherapy can have many benefits. It often leads to greater awareness of self, solutions to challenges, improves relationships, and reduction in anxiety, sadness, anger, shame, and other kinds of difficult feelings. It also comes with risks. Remembering negative events and relationships and becoming aware of feelings associated with them can be uncomfortable. While healing and change often happens with psychotherapy, there are no guarantees, there are also times when a higher level of care may be necessary.

**Limits of Confidentiality**

What you discuss during your psychotherapy session is kept confidential. No contents of the therapy session, whether verbal or written, may be shared with another party without your written consent. The following is a list of exceptions to confidentiality:

**Suicide or Self-Harm**

If you disclose a plan or threat to kill or seriously harm yourself, the

therapist must attempt to notify your family or designated contact and

will guide you to appropriate treatment.

**Duty to Warn and Protect**

If you disclose a plan or threat to harm another person(s), the therapist,

is required to warn the intended victim and notify the legal authorities.

**Abuse of Children or Vulnerable Adults**

If you disclose, or it is suspected, that there has been abuse (physical,

emotional or sexual) or neglect of minor children or vulnerable adults

(i.e. the elderly, disabled or incompetent), the therapist must report this

information to the Division of Child Protection and Permanency (DCPP)

and the legal authorities.

**Insurance Providers**

Insurance companies and other third-party payers are given information that

they request regarding services. This may include: types of service,

dates/times of service, diagnoses, treatment plans, progress of therapy, and

treatment summaries.

**Starfish Experience Incorporation**

**INFORMED CONSENT/LIMITS OF CONFIDENTIALITY-Page 2**

**Legal Actions**

The therapist may be required to provide information as required by a court of law if a

court issues a legitimate subpoena for information related to the client.

**Therapy with Children (under the age of 18)**

An important goal of treatment with children may be to promote a stronger relationship and better communication between children and their parents. At the same time, it is often necessary for children to develop a “zone of privacy” in which they feel free to discuss personal matters in therapy session without parents hearing. Therapy is most effective when a trusting relationship exists between the therapist and child, and maintaining the privacy of a child client is especially important in securing that trust. Therefore, except for the situations listed above, the therapist will not disclose to parents the specifics that a child shares in therapy sessions. This may include behavior that a parent disapproves of but that does not put the minor at risk of serious and immediate harm. If the therapist believes that it is important for a parent to know what the child has discussed in therapy, the therapist will encourage and help the child to find the best way to tell the parent.

**Privacy Outside of the Office/or telehealth session**

Please note that if the client and therapist happen to see each other outside of our telehealth session, the therapist will not acknowledge the client first, to respect your right to privacy and confidentiality. However, if the client feels comfortable and wishes to acknowledge the therapist, then the therapist will be happy to say hello.

**Telehealth**

Telehealth is the practice of delivering clinical health care service via technology assisted media or other electronic means between a psychotherapist and client located in two different locations. Telehealth can be disrupted by technology failures and/or breaches of confidentiality due to unexpected interruptions by individuals at the client’s or psychotherapist’s location. The same rules of privacy and limits of confidentiality pertain to telehealth. As with in person treatment, if a higher level of care seems necessary, the psychotherapist will make that recommendation. If the video technology fails it is best that we end and then try to restart the session again. If the technology issue cannot be quickly corrected, we can communicate by phone. In the event of an emergency, I may need to contact your emergency contact and/or appropriate authorities. It is necessary that I know your location during each session.