

Cunningham Counseling
1 Walpole Street, Suite 7
Norwood, MA 02062

Informed Consent

Service Agreement

Welcome to *Cunningham Counseling*. This document contains important information about the professional services and business policies. It also contains summary information about the **Health Insurance Portability and Accountability Act** (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your **Protected Health Information** (PHI) for the purposes of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between you as the client and *Cunningham Counseling*. You have the right to ask and obtain answers to all questions in regards to HIPAA and your PHI.

Counseling is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in counseling, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. *Cunningham Counseling* has corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

Goals of Counseling

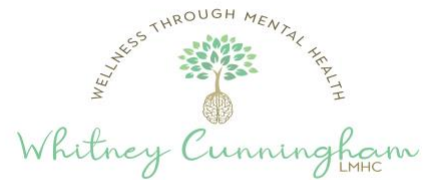
There can be many goals for the counseling relationship. Some of these will be long-term goals such as improving the quality of your life, learning to live with mindfulness and self-actualization. Others may be more immediate goals such as decreasing anxiety and depression symptoms, developing healthy relationships, changing behavior or decreasing/ending drug use. Whatever the goals for counseling, they will be set by the clients according to what they want to work on in counseling. The counselor may make suggestions on how to reach that goal but you decide where you want to go.

Risks and Benefits of Counseling

Counseling is an intensely personal process, which can bring unpleasant memories or emotions to the surface. There are no guarantees that counseling will resolve the issues you bring to it. Clients can sometimes make improvements only to go backwards after a time. Progress may happen slowly. Counseling requires a very active effort on your part. In order to be most successful, you will have to work on your previously determined goals outside of sessions or access adjunct modalities. These include, but are not limited to, support groups, medication management, or other complimentary treatments. Any time you would like to consider this, *Cunningham Counseling* will discuss options with you. There are many benefits to counseling. Counseling can help you develop coping skills, make behavioral changes, reduce symptoms of mental health disorders, improve the quality of your life, learn to manage anger, learn to live in the present and many other advantages.

Appointments

Appointments will ordinarily be 45-60 minutes in duration, once per week at a time we agree on, although some sessions may be more or less frequent as needed. The time scheduled for your appointment is assigned to you and you alone. However, if you are not able to keep your standing appointment time consistently, your time slot will be forfeited. If you need to cancel or reschedule a session, kindly provide 24 hours notice. For appointments cancelled with less than 24-hour notice, it will be your responsibility to pay the cancellation fee of **\$50** prior to receiving additional counseling. If a session is missed without cancelling (no show), a fee of **\$75** will incur. Consideration for missed appointments will be done on an individual basis as emergencies do arise. It is important to note that insurance companies do not provide reimbursement for cancelled sessions, thus you will be responsible for the cancellation fee. In addition,



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you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time. In the instance that three or more cancelled or no-call/no-show appointments occur within a ninety-day period, Cunningham Counseling retains the right to terminate services and will provide clients with resources for obtaining counseling services elsewhere. After 45 days with no face-to-face contact, termination of counseling services will occur. If you would like to re-engage in counseling services, you can contact *Cunningham Counseling* to schedule an appointment if availability exists.

Confidentiality

Cunningham Counseling will make every effort to keep your personal information private. If you wish to have information released, you will be required to sign a consent form before such information will be released. There are some limitations to **confidentiality** to which you need to be aware. *Cunningham Counseling* may consult with a supervisor or other professional counselor in order to give you the best service while maintain your anonymity. *Cunningham Counseling* is required by law to release information without consent, when the client poses a risk to themselves or others and in cases of abuse or neglect to children or the elderly. If your counselor receives a **court order** or subpoena, they may be required to release some information. In such a case, your counselor will consult with other professionals and limit the release to only what is necessary by law.

Confidentiality and Technology

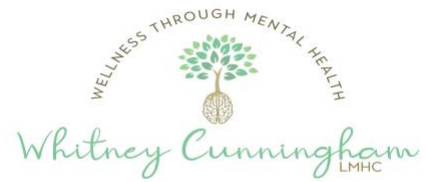
Some clients may choose to use technology in their counseling sessions. This includes but is not limited to HIPAA compliant on-line counseling, telephone, email, text or chat. Due to the nature of on-line counseling, there is always the possibility that unauthorized persons may attempt to discover your personal information. *Cunningham Counseling* will take every precaution to safeguard your information but cannot guarantee that unauthorized access to electronic communications could not occur. Please be advised to take precautions with regard to authorized and unauthorized access to any technology used in counseling sessions. Be aware of any friends, family members, significant others or co-workers who may have access to your computer, phone or other technology used in counseling sessions. Should a client have concerns about the safety of their e-mail, *Cunningham Counseling* can arrange to encrypt email communication with you or opt for no e-mail contact. Unless otherwise specified, clients will receive email reminders of counseling appointments prior to their scheduled appointment time. Please note that the use of recording devices in not permitted.

Record Keeping

Cunningham Counseling will keep records of counseling sessions and treatment plans, which includes your identified goals for therapy. These records are kept to ensure a direction to your sessions and continuity in service. They will not be shared except with respect to the limits to confidentiality discussed in the Confidentiality section. Should the client wish to have their records released, they are required to sign a release of information that specifies what information is to be released and to whom. Records will be kept for at least 7 years but may be kept for longer. Records will be kept either electronically or in a paper file and stored in a locked cabinet in the office located at 1 Walpole Street, Suite 7, Norwood, MA 02062.

Professional Fees

You are responsible for paying at the time of your session unless prior arrangements have been made. Payment must be made by check or cash. If you refuse to pay your debt, I reserve the right to use an attorney or collection agency to secure payment. Services provided outside of face-to-face psychotherapy treatment (eg: contact with providers) lasting over 15 minutes will be an additional cost as



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these services are often not covered by your insurance provider. Requests for documentation will be reviewed on an individual basis and costs will incur.

If you anticipate becoming involved in a court case, *Cunningham Counseling* recommends a discussion before you waive your right to confidentiality. If your case requires counselor participation, you will be expected to pay for the professional time required.

If any damage occurs on the client's behalf to property of *Cunningham Counseling*, the client, or legal guardian, will assume financial responsibility for the damaged property. The amount will be determined by *Cunningham Counseling* and a bill will be provided. Payment by cash or check is required within 30 days of the initial incident.

Insurance

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. With your permission, *Cunningham Counseling* will assist you to the extent possible in filing claims and ascertaining information about your coverage, but you are responsible for knowing your coverage and for letting *Cunningham Counseling* know of any coverage changes upon immediate awareness of change.

You should also be aware that most insurance companies require you to authorize a clinical diagnosis by *Cunningham Counseling*. Sometimes additional clinical information is asked, which will become part of the insurance company files. By signing this Agreement, you agree that requested information by your provider be released when you plan to pay with insurance.

In addition, if you plan to use your insurance, authorization from the insurance company may be required before counseling fees are covered. If you did not obtain authorization and it is required, you may be responsible for full payment of the fee. Many policies leave a percentage of the fee to be covered by the patient. Either amount is to be paid at the time of the visit by check or cash. In addition, some insurance companies also have a deductible, which is an out-of-pocket amount that must be paid by the patient before the insurance companies are willing to begin paying any amount for services.

If *Cunningham Counseling* is not a participating provider for your insurance plan, *Cunningham Counseling* will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, a referral can be suggested.

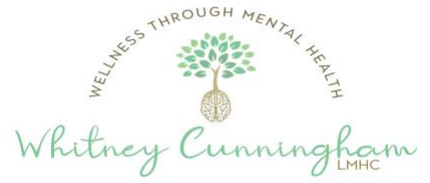
Communication

Cunningham Counseling will be diligent when responding to any outreach attempts. Please be mindful that availability may not always be immediate. At these times, you may leave a message on my confidential voice mail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. If you feel you cannot wait for a return call or it is an emergency situation, go to your local hospital or call 911.

Cunningham Counseling may request client's e-mail address. Client has the right to refuse to divulge e-mail address. *Cunningham Counseling* may use e-mail addresses to periodically check-in with clients. *Cunningham Counseling* may also use e-mail addresses to send newsletters with valuable therapeutic information. Be advised, that all emails will be responded to within 24-48 business hours.

Consent to Counseling

By signing this document, it indicates you have read and understand the above terms. You seek and consent to take part in the treatment provided by *Cunningham Counseling*. You understand that developing a treatment plan with this therapist and regularly reviewing work toward the treatment goals are in your best interest. You agree to play an active role in this process. You understand that no promises



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have been as to the results of treatment or of any procedures provided by this therapist. You understand that you can end treatment at any time however are willing to work through any barriers, concerns or frustrations that may lead to ceasing treatment. You agree you were given the opportunity to ask questions in regards to any of these terms.

Your signature below indicates that you have read this Agreement and agree to its terms.

Client Name (print) _____
Client (Legal Guardian) Signature _____ Date _____
Client (Legal Guardian) Signature _____ Date _____
Witness _____ Date _____