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Informed Consent and Service Agreement for Psychiatric and Psychological Services

Welcome to Westfield Mental Health Specialists (WMHS). This document contains important information about our 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 us. We can discuss any questions you have when you sign them or at any time in the future.

Psychiatric and Psychological Services: Mental health treatment involves a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a patient engaging in psychiatric or psychological services, 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. As your mental health provider, we have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions. If you are prescribed medication, the risks and benefits of each medication will be explained to you at the time it is prescribed.

When we first meet, the first 2-4 sessions will involve a comprehensive evaluation of your needs. By the end of the intake evaluation, we will be able to offer you some initial impressions of what our work might include. At that point, we will discuss your treatment goals and create an initial treatment plan. You should evaluate this information and make your own assessment about whether you feel comfortable working with your mental health professional. Finally, if you have questions about our procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

Appointments: Appointments will ordinarily be 45 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 reserved for you. If you need to cancel or reschedule a session, we ask that you provide 24 hours notice. If you miss a session without canceling, or cancel with less than 24-hour notice, you may be charged the full amount of your session fee unless we both agree that you were unable to attend due to circumstances beyond your control. If it is possible, we will try to find another time to reschedule the appointment. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time.

Professional Fees: Our fee structure will be explained to you when you make your first appointment. You will receive a written copy of our fee structure at your first appointment. You are responsible for paying at the time of your session unless prior arrangements have been made. We accept credit cards (Visa, Master Card, American Express, Discover Card), check, and cash. There is a \$35.00 fee for any returned checks. We reserve the right to use an attorney or collection agency to secure payment for unpaid debt.

In addition to weekly appointments, it is our practice to charge your session fee on a prorated basis for other professional services that you may require such as report writing, telephone conversations that last longer than 15 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request of me. We will break down the hourly cost in our invoice. If you anticipate becoming involved in a court case, we recommend that we discuss this fully before you waive your right to confidentiality. If your case requires our participation, you will be expected to pay for the professional time required even if another party compels us to testify.

Insurance: WMHS is an out-of-network service provider. Just as you might invest in a personal trainer to improve your physical health, we encourage you to think of engaging in psychotherapy as investing in your mental health and well-being. Utilizing out-of-network services is a straightforward process. Some insurance companies reimburse as much as 50% to 80% of mental health costs after meeting a deductible. Additionally, using out-of-network mental health benefits may circumvent some issues surrounding confidentiality and treatment oversight by an insurance company. We are happy to discuss questions about reimbursement for our services with you and your insurance company. Please note that ultimately you are responsible for understanding your insurance policy and resolving claims with your insurance company.

Professional Records: We are required to keep appropriate records of the psychiatric and psychological services that we provide. Your records are maintained in a secure location in the office. We keep brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, topics we discussed, your medical, social, and treatment history, records we receive from other providers, copies of records we send to others, and your billing records. Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them with your WMHS mental health professional, or have them forwarded to another mental health professional to discuss the contents. If we refuse your request for access to your records, you have a right to have our decision reviewed by another mental health professional, which we will discuss with you upon your request. You also have the right to request that a copy of your file be made available to any other health care provider at your written request.

Confidentiality: Our policies about confidentiality, as well as other information about your privacy rights, are fully described in a separate document entitled Notice of Privacy Practices. We have provided you with a copy of that document on our website and/or at our office and we have discussed those issues. Please remember that you may reopen the conversation at any time during our work together.

Parents and Minors: Privacy in therapy can be crucial to successful progress for children and adolescents. Parental involvement also can be essential, and we strive to have an optimal therapeutic relationship with you and your child. Please see the Informed Consent Addendum for Children and Adolescents and the Privacy Practices for Adolescents for additional information on this topic.

Contacting Us: Often your WMHS provider is not immediately available by telephone. We do not answer the phone when we are with patients or otherwise unavailable. At these times, you may leave a message on our 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, for any number of unseen reasons, you do not hear from your WMHS provider or we are unable to reach you, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe, go to your nearest hospital emergency room for treatment. WMHS will then follow up with your care as soon as possible. We will make every attempt to inform you in advance of planned absences, and provide you with the name and phone number of the mental health professional covering our practice.

Other Rights: If you are unhappy with what is happening in therapy, we hope you will talk with your WMHS provider so that we can respond to your concerns. Such comments will be taken seriously and handled with care and respect. You may also request a referral to another mental health professional and are free to end therapy at any time. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy and about our specific training and experience. You have the right to expect that we will not have social or sexual relationships with patients or with former patients.

Consent to Psychiatric and Psychological Services: Your signature below indicates that you have read and understood this Service Agreement and agree to its terms.

 Patient Signature
 (ages 14 and older)

 Date

 Parent/Guardian Signature
 (if applicable)

 Date

 Parent/Guardian Signature
 (if applicable)

 Date

 WMHS Provider Signature

 Date

_____ Please initial that you have received a copy of our Notice of Privacy Practices for Protected Health Information (HIPAA).