

Emily Cunningham, LCSW
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DISCLOSURE STATEMENT

Therapist: Emily Cunningham, LCSW

Credentials: Licensed Clinical Social Worker – Colorado License #9925291
Master’s Degree in Social Work – Florida State University
(2013)

Regulation of Psychotherapists: The practice of licensed or registered persons in the field of psychotherapy is regulated by the Mental Health Licensing Section of the Division of Registrations of the Colorado Department of Regulatory Agencies. The Mental Health Section-Registered Psychologists/Licensed Professional Counselors Division can be reached at 1560 Broadway, Ste. 1370, Denver, CO 80202, (303)894-7766. The regulatory requirements for mental health professionals provide that a Licensed Clinical Social Worker, a Licensed Marriage and Family Therapist, and a Licensed Professional Counselor must hold a Master’s degree in their profession and have two years of post-Masters supervisions. A Licensed Psychologist must hold a Doctorate degree in psychology and have one year of post-Doctorial supervision. A Licensed Social Worker must hold a Master’s degree in social work. A Psychologist Candidate, Marriage and Family Therapist Candidate and a Licensed Professional Counselor Candidate must hold the necessary licensing degree and be in the process of completing the required supervision for licensure. A Certified Addiction Counselor I (CAC I) must be a high school graduate, and complete required training hours and 1000 hours of supervised experience. A CAC II must complete additional required training hours and 2000 hours of supervised experience. A CAC III must have a Bachelor’s degree in behavioral health, and complete additional required training hours and 2000 hours of supervised experience. A Licensed Addiction Counselor must have a clinical Master’s degree and meet the CAC III requirements. A Registered Psychotherapist is listed in the State’s database and is authorized by law to practice psychotherapy in Colorado, but is not licensed by the State and is not required to satisfy any standardized educational or testing requirements to obtain a registration from the State.

Client Rights and Important Information: It is my intention to fully abide by all the rules and ethics of the National Association of Social Workers (NASW) and by those of my state license. As a client in therapy, your rights include: 1) entitlement to receive information from me about my methods of therapy, the techniques I use, and the estimated duration of your therapy, and my fee. Please ask these questions as needed.

2) You can seek a second opinion from another therapist or terminate therapy at any time.
3) In a professional relationship (such as ours), sexual intimacy between a therapist and a client is never appropriate. If sexual intimacy occurs, it should be reported to the board that licenses, certifies or registers the therapist. 4) Under Colorado law, C.R.S. 14-10-123.8, parents have the right to access mental health treatment information concerning their minor children, unless the court has restricted access to such information. If you request treatment information from me, I will provide you with a treatment summary, in compliance with Colorado law and HIPAA standards. Ethical standards allow a client reasonable access to their mental health record. If you need to gain access to your mental health record, you must request this in writing at least ten business days in advance. Reasonable fees will be charged for the time to copy and per page of copy. Please be advised that any notes I take regarding our clinical work together belong only to me, are not part of your mental health record and are never released. Furthermore, under Colorado law C.R.S. 12-43-2247, please be advised that client records may not be maintained after a seven year period.

Our Time Together: I want to offer you the best care to meet your needs. Typically that means that we will be meeting at regular intervals, either weekly or bi-weekly until we reach a maintenance phase of treatment where we may reduce to a monthly session. Session times vary between 45-55 minutes, depending on your needs. Your commitment to regularly attending scheduled sessions is a vital part of treatment progress, and therefore, *please cancel sessions for urgent situations only*. If you regularly cancel your sessions, we may need to discuss whether or not therapy is needed.

Concerning Confidentiality: Generally speaking, information provided by and to a client in a professional relationship with a psychotherapist is legally confidential, and the therapist cannot disclose the information without the client's consent. There are several exceptions to confidentiality which include: 1) I am required to report any suspected incident of child abuse or neglect to authorities; 2) I am required to report any threat of imminent physical harm by a client to law enforcement and to the person(s) threatened; 3) I am required to initiate a mental health evaluation of a client who is imminently dangerous to self or to others, or who is gravely disabled due to a mental disorder; 4) I am required to report any suspected threat to national security to federal officials; and 5) I may be required by Court Order to disclose treatment information.

Finally, there are two situations in which I will talk about part of your situation with another therapist. When I am away from the office, I may have a fellow therapist "cover" for me. This therapist will be available for emergencies. Second, I regularly consult with other therapists to help me provide the highest quality treatment. These persons are also required to keep your information private. Your name or identifying information will never be given to them, and they will be told only as much as they need to understand your situation.

Email/Internet/Social Media: I take your privacy very seriously. Therefore, I also take electronic modes of communication and media very seriously. I never conduct a search of a client online. I do not accept friend or contact requests from current or former clients

on any social networking site. I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. I also ask you to consider carefully any information you may choose to email to me. **I cannot guarantee your privacy and confidentiality in email communications and request that you not email me any therapeutic/clinical information.** However, I do understand that the convenience and desire of email and text communications can supersede clients concerns for the possible breach of their protected health information. If you wish to communicate in this way, at your own risk, you may request to sign authorization for email and text communications. Please note that any email/text you send becomes part of the permanent record.

Availability Please note that I will do my best to be available to you when a need arises. However, if you should have an emergency and I am not immediately available, please call your local mental health department, call 911, or go to your nearest hospital emergency room. If you have a need that is urgent, but not an emergency, leave a message on my voice mail and I will return your call as soon as I am available. During work hours, I will check my voice mail a minimum of every two hours. After hours and on weekends I check my voice mail twice daily. I will notify you when I am away on vacation and therefore, unavailable. Please note that phone calls lasting, and emails that take more than 2 minutes will be prorated and charged at my normal fee (currently \$2.20 per minute.)

Health Care Benefit Utilization: If you choose to use your benefits under a managed care contract, please be advised there will be limits to your confidentiality, because the managed care company may require confidential information in order to determine benefit coverage. In some instances, the managed care company will have direct access to your record and may even have provisions granting them ownership of your psychotherapy record. Furthermore, the managed care company will require an appropriate and medically necessary mental health diagnosis to be made in order to qualify for benefits. This mental health diagnosis will become a part of your permanent medical record.

Disclosure Regarding Divorce and Custody Litigation: If you are or become involved in divorce or custody litigation, my role as a therapist is not to make recommendations to the court concerning custody or parenting issues. By signing the Disclosure statement, you agree not to subpoena me to court for testimony or for disclosure of treatment information in such litigation; and you agree not to request that I write any reports to the court or to your attorney, making recommendations concerning custody. The court can appoint professionals, who have no prior relationship with family members, to conduct an investigation or evaluation and to make recommendations to the court concerning parental responsibilities or parenting time in the best interests of the family's children.

Clinical Emergencies: Please understand that I am not always available, nor do I have an "on-call" service. If you or your child is experiencing a mental health emergency, please leave information on my voice mail including the nature of the emergency, any safety plan you have initiated and how to contact you. Please use your best judgment in

keeping yourself and your child safe. If necessary, call 911 or go to the nearest hospital emergency room.

Termination Clients have the right to terminate their therapy at any time. Under normal circumstances, the client and therapist will plan for termination of treatment together. However, this therapist reserves the right to terminate the relationship for any reason, including but not limited to whenever, in the therapist’s opinion, an effective therapeutic relationship cannot be established or maintained. Additionally, if a condition becomes known that this therapist does not specialize with, after notifying the client, this therapist may choose to continue, with consultation, or refer the client to another practitioner.

Special Techniques All clients should be aware that I use a variety of therapeutic techniques in my practice. These include, but may not be limited to, Cognitive Behavioral Therapy (CBT), Dialectical Behavior Therapy (DBT), Family Therapy, Complicated Grief Therapy, Play Therapy, Solution Focused and Multi-Systemic Strategies.



I/We have read the preceding information, and it has been presented to me/us verbally. I understand the disclosures that have been made to me/us. I also acknowledge that I have received a copy of this Disclosure Statement.

In the case that the client is under 18 years of age, I agree that the therapist will determine what treatment information (in his professional judgment) is appropriate to be shared with the parent(s)/guardian(s) and what will remain confidential between the minor client and herself.

I affirm, by signing this form, that I am an adult and able to consent to treatment, or the legal guardian and/or custodial parent with legal right to consent to treatment for any minor child or children for whom I am requesting psychotherapy services at Forward Family Therapy.

Adult Client Signature or Parent/Guardian

Date

Other/ Client Signature or Parent/Guardian

Date

Emily Cunningham, LCSW

Date