

Mark R. Cunningham, M.S., MFT-C
Adaptive Therapy LLC

Client _____

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Disclosure Statement

My Qualifications and Experience

I am currently a registered as a Marriage and Family Therapy Candidate (Permit Number MFTC.00113774). I am a member of the American Association for Marriage and Family Therapy as a pre-clinical fellow. I received my bachelor's degree in Anthropology from the University of Nevada Las Vegas and my master's degree in Human Development and Family Studies, with a specialization in Marriage and Family Therapy, from Colorado State University (CSU) in 2017. My business is registered with the State of Colorado under the name, "Adaptive Therapy, LLC."

I am a Gottman Level 2 couples' therapist. I use this practice, along with others, to support clients and to help them reach their goals. I provide therapeutic services for adults, adolescents, children, families, and couples in Northern Colorado. In doing so, I work closely with my supervisors, all of whom have a license in Marriage and Family Therapy. This approach allows me to provide my clients with the best services possible.

Regulatory Requirements

The state 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 masters degree in their profession and have two years of post-masters supervision. A Licensed Psychologist must hold a doctorate degree in psychology and have one year of post-doctoral supervision. A Licensed Social Worker must hold a masters degree in social work. A Psychologist Candidate, a 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 1,000 hours of supervised experience. A CAC II must complete additional required training hours and 2,000 hours of supervised experience. A Licensed Addiction Counselor must have a clinical Masters degree and meet the CAC III requirements. A Registered Psychotherapist is not licensed or certified and is registered with the State Board of Registered Psychotherapists.

The Therapeutic Process

Change and growth have many costs and benefits, many of which cannot be foreseen. Some possible benefits that may be gained from participating in therapy include more positive relationships, a greater sense of self, and a stronger sense of happiness and empowerment. In working toward these benefits, however, people may experience discomfort. Remembering and processing unpleasant events or attempting to change behaviors can bring up negative feelings. As a result, **you or your child may experience things getting worse before they get better**. Some clients may need only a few sessions to accomplish their goals, whereas others may require much longer – months or years. Therapy **usually lasts 50 minutes**, and it is most effective when you attend regularly, engage fully, and complete any "homework" between sessions.

As a systems therapist, I prefer to learn about all members of the family and their interactions. As such, particularly when I work with children, adolescents, and families, I may request to meet with various individuals or dyads separately (e.g., parents, child, adolescent, parent-child) for all or part of session(s). We will discuss this in advance, and please discuss any discomfort that you may have with me directly.

Although our sessions may be intimate emotionally and psychologically, it is important to remember that our relationship is professional, not personal. Therapy will be most helpful when our relationship remains strictly professional and focuses on your concerns. In this relationship, **sexual intimacy between a therapist and a client is never appropriate**. If sexual intimacy of any kind occurs, it should be immediately reported to the Grievance Board that licenses, certifies, or registers therapists.

Confidentiality

Under specific Colorado statutes and regulations, all information provided by you during therapy sessions is legally confidential to persons or agencies outside of therapy, and can only be shared with your written permission. There are certain exceptions to confidentiality, including the following:

1. I am required by law to report any **suspected child abuse or neglect**, current or in the past, to Child Protection Services and/or law enforcement.
2. I am required to report any suspected **abuse of an at-risk adult** with Intellectual or Developmental Disability (IDD) **or elderly person** (70 years or older) including neglect, physical injury, financial exploitation, or unreasonable restraint.
3. I am required to report any individual who poses a **substantial risk of physical harm to himself or herself** as manifested by evidence of recent threats or by attempts at suicide or serious bodily harm to himself or herself; or with respect to other persons, that the individual poses a **substantial risk of physical harm to another person** or persons, as manifested by evidence of recent homicidal or other violent behavior by the person in question, or by evidence that others are placed in reasonable fear of violent behavior and serious physical harm to them, as evidenced by a recent overt act, attempt, or threat to do serious physical harm by the person in question.
4. I am required to report any suspected **threat to national security and/or terrorism** to federal officials.
5. I may be **ordered by a court of law** to disclose treatment information.
6. If I am concerned about a client's safety, it is my policy to **contact a family member, close friend, and/or request a Welfare Check** through local law enforcement. In doing so, I may disclose information regarding my concerns.

By signing this disclosure statement, you consent to these confidentiality policies and practices.

Client initials

Confidentiality and Technology

Many clients find it helpful to communicate with me through email and/or texting in order to schedule appointments. Any communication to me that is not encrypted is not considered confidential; these may include the following: video conferencing (e.g., Skype or FaceTime), information stored in cloud formats, telephone voicemail, fax communication, and U.S. Mail. Additionally it is considered unethical to conduct therapy services over text, email, or in some cases, video conferencing.

Therefore, I reserve these forms of communication for *scheduling purposes only*. Please do not send confidential information over text or email. **By signing this disclosure statement, you agree to only use email and texting for scheduling purposes and to not send confidential, identifying, or emergency information via email or text. Also by signing this form, you assume the risks of sending any unsecured information, should you chose to do so.**

Lastly, if we see each other outside of therapy, I won't initiate contact with you, but I will mirror whatever you do to respect your rights to confidentiality.

Client initials

Recording Sessions

There are times when therapists may record sessions for training purposes. **I will never record our phone conversations or therapy sessions without your written consent.** It is not appropriate to record sessions or conversations with me for gains or evidence in legal proceedings. By signing this form, **you agree not to record a session or a conversation with me without my written consent.**

Client initials

Office Hours and Emergencies

I am in my office part-time and available to meet clients on a case-by-case basis. I receive calls and check messages (both email and phone) Monday through Friday during normal business hours. I will inform you of any exceptions to this in advance. Please note that I do not provide on-call emergency services, and as such, my contact information is not to be used for emergencies. **If there is a mental health emergency, call 911 or go to your**

nearest emergency room. You can also use Colorado Crisis Services: (970)494-4200. They offer a walk-in clinic that is located at 1217 Riverside Ave. When I am on vacation or out of the office, I will provide you with the contact information for another therapist(s) who can provide services as needed while I am gone.

Treatment of Minors

When working with minors under the age of 15, **I must receive consent from any and all parents** or caregivers who have medical decision-making rights in order to begin treatment. If a minor is the sole-identified client, any information disclosed in session by the parent(s) or guardian(s) is not considered confidential. Additionally, **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 laws and HIPAA Standards.

It is important for you to know that if you are the parent or guardian of a child(ren) and if the child(ren) is/are left unsupervised in general or while we are in session, you are responsible for any accidents or injuries that may occur. Also, if your child and I do an outside session or I drive your child during the session, you are responsible for any accidents or injuries that may happen to your child.

Client initials

Professional Supervision

The highest standard of practice for mental health professionals is to receive consultation/ supervision in order to maintain the highest quality of services. I receive individual, direct supervision regularly with Shawn Whitney, LMFT. His LMFT license number is MFT1156 and phone number is (970)999-4499. I may sometimes participate in consultation groups. In these groups, we avoid using identifying information and each therapist is bound by strict confidentiality laws. I can provide you a list of names of the therapists in these groups. If you know any of these therapists personally, professionally, or otherwise, please let me know and I will not discuss your case with them.

Fees

1. My standard fee is \$90 per 50-minute session unless we have made arrangements otherwise.
2. I accept cash, check, or credit card (Visa, Mastercard, American Express, or Discover). Payment is due at the end of each session. If 2 or more sessions are unpaid, I will plan with you for whole or partial payment before scheduling our next session.
3. I require at least **24 hours advance notice** for cancellations or rescheduling. A **full session fee** will be charged for late cancellations or missed sessions, unless there is an emergency or illness. If you are late to session, your time may be shortened, but you will still be charged for the entire time scheduled.
4. If you will be more than 5-10 minutes late, it is your responsibility to inform me. Failure to contact me could mean our session is canceled or that I charge you for a no-show.
5. I bill case management in increments of 15 minutes, so any **phone calls, document reviews or consultations over 15 minutes** will be billed at \$20 per 15 minutes.
6. In my practice, **I do not directly work with insurance** at this time. However, I am happy to provide you with an insurance billing statement that can be submitted to your insurance company for potential reimbursement. Any contact with or submission to your insurance company is your responsibility and I cannot guarantee reimbursement.
7. I can provide you with a billing statement by the 5th of each month, which will include all of the fees charged and payments received for the previous month. This billing statement may be used as your receipt for insurance and/or tax purposes. You are expected to request this statement as needed.
8. If you are delinquent on your balance for more than three months, I will utilize a bill collection agency to collect any unpaid fees.
9. A \$20 service charge will be added to all returned checks and must be paid in full at the next session.

Client initials

No Secrets Policy

I hold a “**no secrets**” policy in couple/family therapy. In the event that I receive information from one member of a couple/family that is deemed necessary to share with others in the couple/family, I will attempt to have family members provide this type of information with my support. *Safety is always my first priority such that secrets that would likely put someone at risk of harm will not be shared.*

Court Testimony

Clients often request that therapists testify in court proceedings, particularly in divorce and custody litigation.

However, **having a therapist testify carries numerous risks including:**

1. Damage to the therapeutic relationship, especially that between a therapist and child.
2. Testimony regarding personal and confidential therapeutic content becomes part of the public record that can be accessed by anyone.
3. When a child is the primary client, any communications between the therapist and parent(s) or caregiver(s) are not protected as confidential information.
4. Once subpoenaed, a therapist who does not have written consent to testify (e.g., from both parents) can still be ordered by a judge or magistrate to testify.
5. Once a therapist is brought into legal proceedings, a judge or magistrate can order that the entire therapeutic file (including all case notes and communications) be turned over and thereby placed into the public record.
6. Therapists are limited in their scope of testimony and are legally prohibited to make any recommendations regarding child custody or parenting issues.

By signing this disclosure statement, you agree NOT to subpoena me to court for testimony or for disclosure of treatment information in litigation. You also agree NOT to request that I write any reports to the court or your attorney, or to request that I make recommendations concerning custody or parenting time.

Client initials

Client's Rights and Grievance Procedure

As a client in therapy, you have the following rights:

1. You have the right to be **treated with dignity and respect**.
2. You are **entitled to information** about any procedures, methods of therapy, techniques, fees and the possible duration of therapy.
3. You have the right to **terminate therapy** at any time without any moral, legal, or financial obligations other than those you have already accrued.
4. You have the right to **receive a second opinion** from another therapist or to change therapists at any time. If you wish, I will provide the names of at least three other qualified professionals whose services you may prefer.
5. You have the right to review and/or **receive a summary of your records** at any time.
6. You have a right to **expect confidentiality** within the limits described above. If you request it, any part of your records can be released to any person or agency you designate.
7. You have the right **not to be discriminated against** due to race or ethnicity, sex or gender, age, religion, education, ability, sexual orientation, or socioeconomic status.
8. You have the right to be **informed of your rights** in a way that you understand.
9. You have a right to **make a complaint or grievance** at any time without retaliation.

If you have complaints or concerns about the way that you have been treated or the services you have received, you may speak directly with me and/or file a grievance with the **State Grievance Board at 1560 Broadway, Suite #1350; Denver, CO, 80202; (303) 894-7766.**

Informed Consent for Treatment:

I have received a copy of this disclosure, read and understand its contents, agree to the policies and procedures listed above, and authorize Mark R. Cunningham M.S., MFTC, to provide treatment. If the client is a minor child, I certify that I have the legal authority to give this permission and will provide the legal documents that demonstrate my authority. I hereby consent for treatment of the following client(s) and agree to pay a fee of \$____ per 50-60 minute therapy session.

Client Name (please print) Date

Client/Parent/Guardian Signature Date

Client/Parent/Guardian Signature Date

Therapist Signature Date