

## **Informed Consent**

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This document contains important information, which you should be aware of prior to your first appointment. Please discuss any questions or concerns you may have with Lauren.

### **Agreement for Mental Health Counseling Services**

#### Services

Lauren Rigney Mental Health Counseling provides individual, family, couple, and group counseling. Lauren Rigney, MS, LMHC can only counsel within the scope of her practice. If it is determined that a client would be better served by a different provider, then appropriate referrals will be made.

#### Counseling Process

Mental health counseling is a complicated process that offers benefits and can also pose risks. There are no guarantees about what you will experience. Counseling may elicit uncomfortable thoughts and feelings, or may lead to the recall of troubling memories. Counseling involves a significant commitment and you should feel comfortable with the therapeutic relationship. If you feel that Lauren Rigney Mental Health Counseling is not a good fit for you, a recommendation to another mental health professional can be made. It is encouraged that you address these concerns openly in session, as the exploration is often beneficial to treatment.

#### Confidentiality

Counseling involves the disclosure of sensitive, personal information. Communication between a client and mental health counselor is protected by law. Release of information to others about our work together is only done with your written permission. The following are exceptions (for more details please read Notice of Privacy Practices):

- **Harm to Self.** If there is reason to believe you are in danger of physically harming yourself and/or you are unwilling or unable to follow treatment recommendations, the counselor may seek your admission to a hospital and/or contact a family member or another person who may be able to help protect you.
- **Harm to Others.** If there is reason to believe you are threatening physical violence against another person and/or there is reason to believe you are a threat to the safety of another person, the counselor may be required to take some action (such as contacting the police, notifying the potential victim, securing hospitalization, or some combination of these actions) to insure the other person is protected.
- **Abuse of Child or Dependent Adult.** If there is reason to believe a child or dependent adult is being abused, the counselor is legally obligated to report the situation to the appropriate state agency.

- Consultations with Other Professionals. It is often helpful to consult about clinical work with other professionals who are also legally bound to maintain confidentiality.
- Courts. A counselor may be ordered to testify in legal proceedings and/or turn over records if lawfully issued by subpoenas and court orders.
- Insurance. If you choose to work with your insurance company for out-of-network reimbursement, they may require confidential information for billing purposes.
- Under Eighteen. If you are under eighteen years old, please be aware that while the specific content of our communication will remain confidential, your legal guardian(s) have the right to receive general information on how your treatment is proceeding.

### Consent for Release of Information

If any person or organization, other than you, contacts Lauren Rigney Mental Health Counseling inquiring about attendance, diagnosis, and/or treatment progress, they will be given no information. If you would like information released to anyone, you must sign a release form specifically indicating what you do and do not wish to be released and to whom. Once this information is released, Lauren Rigney Mental Health Counseling cannot assume responsibility for how the information is handled and therefore cannot guarantee confidentiality.

### Professional Records

All counseling records are kept on HIPAA compliant server and/or under lock and key. Lauren Rigney Mental Health Counseling is the owner of all records. Records will not be released without your written permission except as mandated by law. You are entitled to receive a copy of your records at your written request, unless the counselor professionally believes seeing them could be emotionally harmful to you. If you request your records, it is recommended that you and your counselor review them together to discuss their content. If you are denied access to your records you may appeal that decision to the New York State Department of Health.

### Communication

Lauren Rigney Mental Health Counseling has sole access to records. All records of communication, written or verbal, between client and counselor remain the property of Lauren Rigney Mental Health Counseling. Verbatim material from counseling sessions remain in the client record and should never be revealed publicly by the client or counselor unless both client and counselor agree. Voicemails, emails, faxes, instant messages, and video chats with Lauren Rigney Mental, MS, LMHC are kept in the highest confidentiality within the limits of the technology, but confidentiality cannot be guaranteed. Please note the following: Lauren Rigney, MS, LMHC does not accept text messages and does not store your name in her phone. Please know that unless both parties are on land line phones the conversation is not confidential. Any computer files kept regarding counseling communications are maintained using secure measures. Lauren Rigney, MS, LMHC does not respond to personal and clinical concerns via regular email. If email communication is deemed necessary for your counseling, encrypted email accounts must be created for that purpose.

### Initial Consultation

There will be an initial consultation session to determine the best approach toward your counseling. During this session we will discuss the reason you are seeking counseling, some background information, and if Lauren Rigney Mental Health Counseling is the right fit for your needs. The initial consultation fee is \$250 for individuals and \$300 for couples and families. In more involved cases, including complex histories and larger families, there may be two consultation sessions to ensure the proper treatment recommendations are made.

### Session Fees

All counseling sessions are 50-minutes. Individual counseling fees are \$200 per session. Couple and family counseling fees are \$250 per session. Group counseling fees are \$75 per session.

### Distance Counseling

Distance counseling includes phone sessions and online communication (email, text, instant message, and video chat). Lauren Rigney, MS, LMHC will discuss with you if distance counseling is an appropriate treatment option. It is not recommended in all cases. Distance counseling is a different experience compared to in-person sessions. There can be a lack of face-to-face interactions; lack of non-verbal communication including visual and audio cues often relied on in personal communication; and issues regarding technology failure. If distance counseling is deemed appropriate and necessary, comprehensive benefits, limitations, and boundaries surrounding distance counseling will be discussed. Fees and payment will be discussed prior to beginning.

### Payment

All fees are due at the time of each session. Acceptable forms of payment are cash, personal check, and major credit card. If a personal check is denied due to insufficient funds, you are responsible for the session fee plus any fees incurred by Lauren Rigney Mental Health Counseling due to the denial.

### Insurance

Lauren Rigney Mental Health Counseling does not directly accept insurance. If you have insurance with out-of-network coverage, your insurance provider may reimburse a percentage of the counseling fee directly to you. Please call your insurance provider to ensure you have out-of-network coverage for mental health counseling. You will be provided with a monthly statement for submission to your provider. It is your responsibility to check with your insurance provider concerning coverage and payment.

### Late Cancellation/No Show Fees

All sessions are by appointment only. Cancellations must be made at least 24-hours in advance of the scheduled session. You are responsible for the full session fee if you miss a session or cancel within 24-hours of the scheduled appointment. A missed appointment is not eligible for out-of-network reimbursement.

### Emergency Services

Lauren Rigney Mental Health Counseling does not provide emergency services. All phone messages and emails will be checked daily unless otherwise stated, but are not for use in an emergency. In an emergency please call 911 or report to your local emergency room.

### Credentials

Lauren Rigney is licensed in the State of New York (LMHC), certified by the National Board of Certified Counselors (NCC, CCMHC), holds a credential from the Center for Credentialing & Education (BC-TMH, ACS), and is a Certified HeartMath Practitioner. You may verify these credentials at the following locations:

<http://www.op.nysed.gov/opsearches.htm>, <http://www.nbcc.org/verify>, <http://www.cce-global.org/Search>.