

Cherokee Center for Change Counseling, Inc.

409 Old Boring Lane, Woodstock, GA 30189

770-928-7300

Confidentiality Statement

We are very pleased that you have selected Cherokee Center for Change, Inc. for your counseling needs, and we are sincerely looking forward to assisting you. This document is designed to inform you about what you can expect from us regarding confidentiality, emergencies, and several other details regarding your treatment. Although providing this document is part of an ethical obligation in the counseling profession, more importantly, it is part of our commitment to you to keep you fully informed of every part of your therapeutic experience. Please know that your relationship with your counselor is a collaborative one, and I welcome any questions, comments, or suggestions regarding your course of therapy at any time.

Confidentiality & Records

Your communications with your counselor will become part of a clinical record of treatment, and it is referred to as Protected Health Information (PHI). Your PHI will be kept in a file stored in a locked cabinet in my office. Additionally, your counselor will always keep everything you say to him or her completely confidential, with the following exceptions: (1) you direct your counselor to tell someone else and you sign a "Release of Information" form; (2) your counselor determines that you are a danger to yourself or to others; (3) you report information about the abuse of a child, an elderly person, or a disabled individual who may require protection; (4) parents and/or children who are involved in custody or forensic evaluations, parent consultation, cooperative parenting programs and/or DFCS cases, or any other court ordered treatment or sessions information may be given to the court or any court official if requested; (5) your counselor is ordered by a judge to disclose information; or (6) in an attempt to work as a team and in our clients' best interest, information may be shared with staff members of Cherokee Center for Change Counseling, Inc. when engaged in supervision and peer consultation.

In the latter case, your counselor's license does provide him or her with the ability to uphold what is legally termed "privileged communication." Privileged communication is your right as a client to have a confidential relationship with a counselor. The state of Georgia has a very good track record in respecting this legal right. If for some unusual reason a judge were to order the disclosure of your private information, this order can be appealed. We cannot guarantee that the appeal will be sustained, but your counselor will do everything in my power to keep what you say confidential.

Should you choose to request an appeal you will be responsible for retaining an attorney as well as any fees related to the appeal. You will also be responsible for the payment required if your counselor is asked to be a witness in court. Counselors are considered expert witnesses, which is different from a material witness (i.e. family, friends, etc.), and requires a fee of \$1,500 minimum, per day. These fees are due one week before the court date. These fees are to cover the loss of income for being out of the office, as such, if court is cancelled, these fees are non-refundable. Affidavits will be completed for a fee of \$250 per hour.

Please initial that you have read this page _____

Should the director of CCCCI deem it necessary to hire legal counsel to protect the legal interests of the agency as a result of your case, any such fee shall be considered a part of the professional fee and payable by client before any legal proceedings begin.

Structure and Cost of Sessions

Your counselor agrees to provide counseling for the established fee per 50 minute session, unless otherwise negotiated by you or your insurance carrier. To insure your privacy and proper attention, clinical issues will not be discussed via the telephone. Doing counseling by telephone is not ideal, and needing to talk to your counselor between sessions may indicate that you need extra support. If this is the case, you and your counselor will need to explore adding sessions or developing other resources you have available to help you. The fee for each session will be due upon your arrival to the session. **If payment is not received upon arrival, a \$15 fee late fee will be added.** Cash, personal checks, Visa, MasterCard, Discover, or American Express are acceptable for payment, and we will provide you with a receipt of payment. The receipt of payment may also be used as a statement for insurance if applicable to you. Please note that there is a \$35 fee for any returned checks.

Insurance companies have many rules and requirements specific to certain plans. If your counselor is an “in-network” provider for your insurance, we will file you insurance for you. Otherwise, it is your responsibility to find out your insurance company’s policies and to file for insurance reimbursement. We will be glad to provide you with a statement for your insurance company and to assist you with any questions you may have in this area.

Pertaining to Legal cases: All emails received by the client or on the client’s behalf, will incur a minimum \$50 charge to review and/or respond to and are billable at \$140 per hour rate. Any meetings and telephone conversations with other professionals regarding your case (i.e. attorneys, other mental health professionals, etc.) will be billed at \$140/hour with a minimum of the one hour billing per interaction.

Cancellation Policy

In the event that you are unable to keep an appointment, you must notify us at least 24 hours in advance. If such advance notice is not received, you will be responsible for payment of a late cancellation fee at the billable rate of the counselor. Please note that third party payers do not cover this fee and it must be paid prior to scheduling your next appointment.

In Case of an Emergency

Our practice is considered to be an outpatient facility, and we are set up to accommodate individuals who are reasonably safe and resourceful. Our counselors do not carry beepers nor are they available at all times. If at any time this does not feel like sufficient support, please inform your counselor, and we can discuss additional resources or transfer your case to a counselor or clinic with 24-hour availability. If you have a mental health emergency, we encourage you to do one or more of the following:

- Call Ridgeview Institute at 770.434.4567 or Peachford Hospital at 770.454.5589.
- Call 911.
- Go to your nearest emergency room.

Please initial that you have read this page _____

Professional Relationship

Counseling is a professional service your counselor will provide to you. Because of the nature of therapy, your relationship with your counselor has to be different from most relationships. It may differ in how long it lasts, the objectives, or the topics discussed. It must also be limited to only the relationship of counselor and client.

Additionally, there are important differences between therapy and friendship. Friends may see your position only from their personal viewpoints and experiences. Friends may want to find quick and easy solutions to your problems so that they can feel helpful. These short-term solutions may not be in your long-term best interest. Friends do not usually follow up on their advice to see whether it was useful. They may *need* to have you do what they advise. A counselor offers you choices and helps you choose what is best for you. A counselor helps you learn how to solve problems better and make better decisions. A counselor's responses to your situation are based on tested theories and methods of change. You should also know that counselors are required to keep the identity of their clients confidential. For your confidentiality your counselor will not address you in public unless you speak to him or her first. Your counselor also must decline any invitation to attend gatherings with your family or friends.

Statement Regarding Ethics, Client Welfare & Safety

We assure you that our services will be rendered in a professional manner consistent with the ethical standards of the American Counseling Association. If at any time you feel that your counselor is not performing in an ethical or professional manner, we ask that you please let him or her know immediately.

Due to the very nature of counseling, as much as we would like to guarantee specific results regarding your therapeutic goals, we are unable to do so. However, with your participation, we will work to achieve the best possible results for you.

We are sincerely looking forward to facilitating you on your journey toward healing and growth. If you have any questions about any part of this document, please ask.

Please print, date, and sign your name below indicating that you have read and understand the contents of this form, you agree to the policies of your relationship with me as your counselor, and you are authorizing me to begin treatment with you. Your signature also acknowledges that you have been given the opportunity to read the Health Insurance Portability and Accountability Act (HIPAA) that is posted on the wall in CCCCI's waiting room and on our website at www.cherokeecenterforchange.com.

CCCCI may utilize non HIPAA compliant modes of communication such as e-mails, text and cell phones to contact clients. By initialing below provides consent of these communication modalities.

Client Name (Please Print)

Date

Client Signature

Please initial that you have read this page _____

