

## **Informed Consent for Psychotherapy and Practice Policies**

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### **Welcome to my psychotherapy practice.**

I believe psychotherapy to be a powerful tool on the path towards change. It has been studied in various forms and found to be very effective for a wide range of struggles. That being said, outcomes cannot be predicted, nor can a timetable for change be created. Before you start psychotherapy, there are a few things to know:

### **Psychotherapy**

Therapy can bring about a wide range of emotions, both pleasant and distressing. Distressing emotions may include anxiety, sadness, grief, guilt and anger, in addition to many others. Often, therapy leads to significant change in one's life, including personal growth and development, deeper and more meaningful relationships, reduction in distress and a healthier relationship with oneself. While these things are likely to occur through a therapeutic relationship (based on research), there is no guarantee of the type or depth of the changes that will take place as a result of your therapeutic work. I specialize in a variety of issues and utilize various treatment modalities. However, if I feel that you need expertise or knowledge that I do not have, I may refer you to another mental health provider for consultation or continued clinical work. I will let you know in advance if this is something that I feel would be in your best interest.

### **Confidentiality**

All of our work together is confidential, including what happens in our sessions, the notes from our sessions, and any information that you give to me, except under a few conditions. This means that the law protects your information from being given to anyone without your awareness and permission. I abide by these laws – however, there are some limits and exceptions to your legal privileges under these laws that you should know about prior to us beginning our work together. These exceptions are written in detail on the HIPAA form on my website.

If I believe there is a risk of you harming yourself or someone else, it is my policy to contact the authorities or the other person you may harm to give them the opportunity to protect you or the other person/people. If I become aware of abuse toward a child or vulnerable adult, I am required by law to notify the proper authorities. Also, if you become involved in a lawsuit in which your mental health is an issue, for example a child custody case or dispute, then the court or lawyers may insist upon and may obtain information from me. Similarly, you would lose protection of your lawful rights if you file a complaint against me with the state licensing board.

Our financial agreement also brings some confidentiality limits. If you are using mental health insurance or a third-party payer, my office must share certain information with them, including your diagnosis and times of your visits. If there is a managed care company involved they may

also require me to provide additional information, such as your symptoms and progress. You should also understand that insurance and managed care information is often stored in national computer databases.

If I find myself in a dispute over your billing, I may also provide a collections agency with information necessary to collect any outstanding balance.

### **Telephone, email and on-call policies**

Due to my work schedule I am often not available by phone or email. When I am in my office, I am usually with clients and am unlikely to answer calls or return emails. I check my voice and e-mail messages regularly throughout my workweek and whenever possible return phone calls and emails the same day. Otherwise, it may take as long as 48-72 hours for a returned message. If I have not returned your call or email with 24 hours, please try again as your message may have been lost. I do not check messages after 5 pm on weekdays nor routinely on weekends. If you have an emergency after 5 pm Monday-Friday, or anytime Saturday or Sunday, please call 9-1-1 or go to your nearest emergency room, unless we have agreed to a safety plan that says otherwise. If I am unavailable for 4 days or more, I will provide you with the name of a colleague to contact if necessary.

It is important to be aware that e-mail communication can be relatively easy to access by unauthorized people, and therefore can compromise the privacy and confidentiality of this form of communication. E-mails, in particular are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Unencrypted e-mails, such as ones sent through Gmail, are even more vulnerable to unauthorized access. Please notify me if you decide to avoid or limit in any way the use of email. *Please DO NOT use e-mail or social media messaging for emergencies or therapeutic issues. Texting and emailing should only be used for brief interactions concerning the scheduling of our appointments.*

### **Cancellation Policy**

If you do not show up for your scheduled therapy appointment and have not notified me at least 24 hours in advance, you will be required to pay the full cost of the session. Cancellation of appointments must be made via phone. *Cancellation fees cannot be billed to insurance, therefore the client is responsible for the full fee if the cancellation policy is violated.* If there is a discrepancy in fees for insurance coverage, you are responsible for any unpaid balance that is due to me.

### **Termination of the Therapeutic Relationship**

When you wish to terminate the therapy relationship, please do so in person or in writing. If you cancel or fail to show up for three sessions in a row, I will contact you to ask if you are terminating the therapeutic relationship. If I cannot reach you, I will call your emergency contact listed on your intake paperwork. If there is still no response, I will send a termination letter to you by mail after the last missed appointment.

## **Payment of Fees**

I ask that all clients in my practice keep credit or debit card information on file for session payments and missed appointment fees. I use an online, credit card processing company called Stripe and enter your payment within 48 hours after our session, so the money exchange doesn't have to happen at each appointment.

I will charge your debit, credit, or HSA card for the following purposes (within 48 hours of service):

1. Payment or co-payment of session
2. Full payment amount of missed session or session any cancelled with less than 24 hours' notice

By sharing your credit/debit card information with me, you agree to the following: I authorize Amy Cleckler to store my information in a protected, HIPAA-compliant database, bill my card for reasons listed above, and agree to not hold Amy Cleckler, MPH, LCSW, responsible for any unauthorized charges. Amy Cleckler, MPH, LCSW, reserves the right to charge the card listed above for any late or missed sessions.

## **Minors and Parents**

Children of any age have the right to independently consent to and receive mental health treatment without parental consent. In this situation, information about that treatment cannot be disclosed to anyone without the child's agreement. While privacy in psychotherapy is very important, with teenagers parent involvement is also essential to successful treatment, which requires that some private information be shared with parents. Although I rarely see anyone under 18 years old, with adolescents 16 years and older, I ask that an agreement be made between the client and their parents allowing me to share general information about the progress of the adolescent's treatment and their attendance at appointments. Any other communication would require the adolescent's authorization – unless I feel that the adolescent is in danger or is a danger to someone else, in which case I will notify parents and/or authorities of my specific concerns. Before giving parents any information, I will discuss the situation with the adolescent.

## **Limitations of Our Relationship**

There are some limitations to the services that I can provide you. I do not do testing, evaluations or case management activities. I do not assist in client legal matters (custody, parole, court ordered psychotherapy) or any type of work-disability case. I will provide you with names of specialists able to test and evaluate in such situations. I also reserve the right to terminate our therapy relationship at any time, provided that I give you the names of other providers. The most likely reason I would ever terminate would be my understanding that I was unable to help you and that another would likely be able to support you in a more helpful way. In a situation like that, it is my ethical responsibility to refer you to someone else. This might happen after the first session or, occasionally, later in our work together.

## **Complaints**

A Complaint may be filed by anyone who believes that a social worker certified or licensed by the North Carolina Social Work Certification and Licensure Board has engaged in illegal or unethical activities related to his or her professional responsibilities. For questions regarding the complaint process, please contact the Board office toll free at 1-866-397-5263 or 1-800-550-7009. Complaints must be submitted in writing to the following address: NCSWCLB, P.O. Box 1043, Asheboro, NC 27204. My license number is C006034.

## **Consent**

You are under no obligation to continue a therapeutic relationship with me, and may terminate treatment at your discretion.