

Clark Counseling & Consulting, Inc

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Informed Consent Form

Please read the following information and sign at the end to indicate that you understand the policies and procedures of Clark Counseling & Consulting, Inc.

- ♦ **Services:** Clark Counseling & Consulting, Inc. provides many different types of therapy for individuals, teenagers, and families, in addition to substance abuse evaluations and telemental health. The length of therapy may vary depending on the collaborative efforts between the therapist and client(s). The goals of therapy are developed with the therapist, are based on the client's needs and concerns, and are reviewed periodically to monitor progress. We consider therapy an active process and therefore prefer clients to play an active role in their own therapy. Additionally, counseling services are voluntary. If the client has been court ordered for therapy, a copy of this documentation must be provided prior to the next counseling session.
- ♦ **TeleMental Health:** Telemental Health involves the use of electronic communications (telephone, written, and/or video conferencing) to enable therapists to provide services to individuals who would otherwise not have adequate access to care. TeleMental Health may be used for services such as individual, follow-ups, and training/education. TeleMental Health is a fairly recent way of delivering care and there are some limitations compared with seeing a therapist in person. Limitations include not having person to person contact and not being an adequate fit for all populations. The limitations can be addressed and are fairly minor depending on how well the sound and video is working during the televideo/telephone session. I understand that cell phones (calls, voicemails, and text) and standard email are not as secure as a land line.
 - a. With the use of text-based modalities (texting and email) or video-conferencing, you should be aware that misunderstandings are possible since non-verbal cues are relatively lacking or delayed due to limited bandwidth.
 - b. Information transmitted may not be sufficient (i.e. poor resolution of images, technical interruptions, or unauthorized access) to allow for appropriate treatment.
 - c. Delays in treatment could occur due to deficiencies or failures of the equipment.
 - d. TeleMental Health is done over a secure communication system that is almost impossible for anyone else to access, but that since it is still a possibility, you understand the very rare risk that this could affect confidentiality. In very rare instances, security protocols could fail, causing a breach of privacy of personal information. However, security measures will be taken to prevent a breach of privacy.
 - e. TeleMental Health sessions will never be recorded or photographed without your written permission.
 - f. If there is an emergency during a TeleMental Health session then we will call emergency services and your emergency contact.
 - g. If the video conferencing or phone connection drops during a session, you will have a phone available to contact the therapist.
- ♦ **Appointments:** We will usually schedule one 50-60 minute session per week at a time we agree on, although some sessions may be longer or more frequent. Regular attendance to therapy is vitally important to ensure progress with the concerns and issues that have been presented. Please make every effort to keep appointments and be on time. **If you need to cancel an appointment, please call 404-550-0564 at least 24 hours prior to the time of your appointment.** If you do not cancel more than 24 hours ahead or you no-show for an appointment, then you will be charged a \$50 missed appointment fee since insurance will not reimburse for missed appointments. If a credit card is on file, please note, your credit card will be charged immediately for a missed appointment or an appointment canceled less than 24 hours. For EAP clients, since EAP programs do not allow us to charge for missed / late canceled appointments, any late canceled or missed appointments will result in discharge from services.
- ♦ **Therapist Information:** Your therapist, Aletha Clark, holds a Master of Sciences degree in Applied Psychology and is currently licensed / certified in the state of Georgia as a Licensed Professional Counselor (LPC), a Certified Professional Counselor Supervisor (CPCS), a Masters Addiction Counselor (MAC), a Certified Addiction Counselor – Level II (CAC II), and a Certified Brainspotting Practitioner. It is important that you note that we often consult with licensed colleagues. During these consultation appointments, we may discuss various aspects of your case without any identifying information to this licensed clinician for your therapeutic benefit.

- ◆ **Contacting Me:** Due to our work schedule, we are often not immediately available by telephone, email or text. We probably will not answer the phone, email or text when we are with a client, but when we are unavailable, we monitor our voicemail, text and emails frequently. We will make every effort to return your message on the same business day, with the exception of after normal, business hours, weekends and holidays, but definitely within 24 hours. If you are difficult to reach, please inform us of some times when you will be available. Also, keep in mind, when we return your call, answer your emails, or reply to your text messages, your confidentiality may be diminished if we have to identify ourselves. If we will be unavailable for an extended period of time, we will provide you with the name of a colleague to contact, if necessary. **If you are having a life threatening mental health emergency, please call 911!**
- ◆ **Fees:** Our appointment fees are as follows unless otherwise agreed upon by a Service Fee Agreement: \$175 for initial intake; \$150 for individuals; \$150 for telemental health; and \$200 for substance abuse evaluations. In addition, we charge \$150 for other professional services you may need, though we will break down the hourly cost if we work for periods of less than one hour. These services are not reimbursed by insurance. Other services include report writing, telephone conversations lasting longer than 15 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require our participation, you will be expected to pay for all of our professional time, including preparation and transportation costs, even if we are called to testify by another party. [Because of the difficulty of legal involvement, we charge \$175 per hour for preparation and attendance at any legal proceeding.]
- ◆ **Payment: Sessions are to be paid in full before the beginning of each session.** We accept cash, check, or credit cards. There will be a \$25.00 service charge in addition to the original amount of the check on all returned checks to be paid prior to your next appointment.
- ◆ **Delinquent Payments:** You will be expected to pay for each session at the time it is held, unless we agree otherwise. If your account has not been paid for more than 30 days and arrangements for payment have not been agreed upon, we have the option of using legal means to secure payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information we release regarding a client's treatment is his/her name, the nature of services provided, and the amount due. [If such legal action is necessary, its cost will be included in the claim.]
- ◆ **Confidentiality:** As a client, you understand that every effort is made to keep counseling records confidential and to protect your personal health information. However, there are no 100% guarantees. Safeguards are put into place to limit this risk i.e. password protection and encryptions are used when available. The law protects the privacy of all communications between a client and a counselor. In most situations, we can only release information about your treatment to others if you sign a written Authorization for that meets certain legal requirements imposed by HIPAA. If we see each other accidentally outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you, but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.
Additionally, there are specific and limited exceptions to this confidentiality which include the following:
 - 1) If you present a danger to yourself or others, I am legally and ethically required by law to protect the safety of you and/ or the threaten person(s). This may include contacting your emergency contact person, local resources, or law enforcement.
 - 2) If abuse (sexual or physical) or neglect of a child, elderly individual, or disable person is revealed, known or suspected, I am required by law to report it to the Department of Family and Children Services.
 - 3) If I receive a court order / subpoena for client records, staff deposition or court testimony, I am required to comply. I am also required to report attendance compliance to the court for court ordered clients.
- ◆ **Professional Records:** The laws and standards of our profession require that we keep Protected Health Information about you in your clinical record. Except in unusual circumstances that involve danger to yourself and others or makes reference to another person (unless such other person is a health care provider) and we believe that access is reasonably likely to cause substantial harm to such other person or where information has been supplied to us confidentially by others, you may examine and/or receive a copy of your clinical record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in our presence, or have them forwarded to another mental

health professional so you can discuss the contents. If we refuse your request for access to your records, you have a right of review (except for information provided to me confidentially by others) which we will discuss with you upon request.

- ◆ **Minors and Parents:** Clients under 18 years of age who are not emancipated and their parents should be aware that the law allows parents to examine their child's treatment records unless we believe that doing so would endanger the child or we agree otherwise. Because privacy in therapy is often crucial to successful progress, particularly with teenagers, it is [sometimes] our policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, we will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. Any other communication will require the child's Authorization, unless we feel that the child is in danger or is a danger to someone else, in which case, we will notify the parents of our concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.
- ◆ **Termination:** Your decision to enter therapy is a voluntary one and you may terminate it at any time. The client is expected to inform the therapist of the client's plans to discontinue therapy for any reason. The final therapy session is an important part of the therapeutic process and it helps to summarize the progress and appreciate the change and growth that has occurred. If a client does not show up for two of their therapy appointments with no contact with the therapist, the case will be closed on the third week after the last attended session. If you do decide to terminate therapy, you will still be responsible of any unpaid therapy sessions already received. The therapist may discontinue therapy with the client if the client is currently involved with domestic violence with a partner, continued life threatening substance abuse or have shown violent or threatening behavior. In any of these events, the client will be referred to other more appropriate and intensive services for issues with substance abuse, violence, or severe mental health concern. If, in our professional opinion, it is in your best interest to refer you to another therapist, we will do so because ethical standards dictate this course of action. We will provide you with names and numbers of therapists for you to contact, if you wish. Whether you choose to continue therapy with another therapist is entirely your decision.
- ◆ **Benefits and Risk of Therapy:** The majority of individuals, couples, and families in therapy benefit from the process of counseling. However, no promises can be made in regards to the results of treatment or of any procedures provided by the therapist. Open, honest and accurate reporting of dilemmas and concerns are vital to progress in therapy. Self-exploration, insight, exploring options for dealing with problematic behaviors, learning new skills, or venting difficult feelings / experiences are generally very useful; nevertheless some risk do exist. Please understand that throughout the course of therapy some individuals experience unwanted feelings, and that examining old issues may produce unhappiness, anger, guilt or frustration. These feelings are difficult, but a natural part of the psychotherapeutic process and often provide the basis for change. But there are no guarantees of what you will experience. Important decisions are often an outcome of counseling. These decisions, including changing behavior, exploring employment opportunities, substance abuse patterns, schooling, and relationships, are likely to produce new opportunities as well as unique challenges for each individual involved. Sometimes a decision that seems positive for one person will be viewed quite negatively by another. Do not be hesitant to discuss counseling goals, procedures or your impressions of the services being provided with your therapist. If you ever do not understand a suggestion or comment that has been made, please ask for clarification. If your doubts persists, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

My signature below shows that I understand and agree with all of these statements and have received a copy of this two-page form for my records.

Signature of client (or person acting for client)

Date

Printed name

Relationship to client (if necessary)

Aletha Clark, LPC, CPCS, MAC, CAC II

Date