

# Cleary Counseling and Consultation, Inc

Jacquyn R. Cleary, MS, LPC, LMFT

2021 S. Lewis, Ste. 620

Tulsa, OK 74104

Tel: 918-978-0176 / Fax: 918-392-4741

Email: jackie-cleary@hushmail.com

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## **INFORMED CONSENT: POLICIES & PROCEDURES FOR TREATMENT**

This document explains the policies and procedures for treatment with Jacquyn (Jackie) Cleary, LPC, LMFT/ Cleary Counseling and Consultation, Inc. Please review this entire document as it contains information that is very important for you to know.

### PROCESS & TYPES OF TREATMENT

**Individual Psychotherapy:** Jackie Cleary and the client will work as a team. If the client is a minor, Jackie will also work with the parent or guardian. Sessions may be conducted with the client, with the client's parent or guardian, or with the client in conjunction with the parent or guardian. If the client is 18 years of age or older, parents may only be involved in the treatment process with the written consent of the client. The written consent requirement also applies to the client's spouse, relatives, significant other, or life partner. The treatment process begins with an initial interview with the client and/or the parent or guardian if applicable. This initial discussion will include developing a treatment plan, treatment goals, and an estimated length of treatment. Subsequently, the treatment plan will be reviewed and discussed with the client to determine whether goals are being met and if treatment is beneficial to the client.

**Consultation:** At times it is beneficial for Jackie to consult with other individuals, providers, agencies, or schools on behalf of a client. If desired, the client or parent/guardian can request a written summary of the consultation. If a consultation is requested for an individual who is not an established client, an initial interview will be conducted to determine what specific services are needed. In the event of consultation, Jackie is legally and ethically bound to safeguard the confidentiality of all client information. There is no guarantee that the individuals or agencies with whom Jackie consults, as directed by the client, will maintain confidentiality with regard to the client's information.

### TREATMENT BENEFITS & RISKS

The benefits of treatment include a greater understanding of how various challenges arose, understanding how to address those issues, the reduction of negative feelings and maladaptive behaviors, increased feelings of self-worth, and more positive relationships with others. Although Jackie has the training and experience to diagnose and treat most psychological issues using evidence-based modalities, there is no guarantee that treatment will be effective for every client. In some cases, Jackie's professional judgment may dictate that a referral to another professional may be the most appropriate course of action.

### MISSED APPOINTMENTS & SCHEDULING

If you cannot keep an appointment, please notify our office at least 24 hours in advance so that we can schedule another client for the time that has been reserved for you. Unless we are able to reschedule with shorter notice, you will be charged at the rate of \$95 for appointments missed without notice, or canceled with less than 24-hour notice. There is no charge for appointments canceled due to illness or emergency if the office is notified prior to the scheduled appointment time.

### CONFIDENTIALITY & LIMITS OF CONFIDENTIALITY

Legal and ethical considerations prevent behavioral health clinicians from divulging information about clients without prior written consent. However, please be aware that there are certain circumstances in which Jackie will be required to break confidentiality in order to protect you, your child, or others. The circumstances for this exception are:  
If a client threatens grave bodily harm or death to another person, Jackie is required to inform the appropriate authorities and the intended victim.

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## CONFIDENTIALITY & LIMITS OF CONFIDENTIALITY (Continued)

When a client expresses a serious intent to harm himself/herself, Jackie is required to notify family members and/or persons authorized to respond to such emergencies in order to protect the client from self-harm.

If there is an apparent reason to suspect that a child or incapacitated adult is the victim of physical or sexual abuse, or a victim of neglect, Jackie is required to report the information to the appropriate authority.

When a court of law issues a legal order signed by a judge, Jackie is required to provide the requested information within certain guidelines.

If your insurance company or other third party payer requests information including, but not limited to, diagnoses, reports, recommendations, and/or chart notes, Jackie will provide said information.

If you fail to meet the financial obligations outlined in this document, Jackie reserves the right to pursue collections through a contracted entity. This course of action will require disclosure of your personal information such as name, address, telephone number, email address, social security number, date of birth, dates and location of service, clinician's name, the amount of the outstanding balance, and information about the guarantor of your account including name, address, telephone number, email address, date of birth, and social security number.

If any of the above situations arise and confidentiality must be broken, Jackie will discuss this with you in advance when possible, unless there is a reason to not do so. Additionally, only situation-specific information will be released.

## BUSINESS POLICIES

Our experience has been that counseling and psychotherapy are most effective when expectations regarding fees, billing, insurance, reimbursement, and cancellation policies are understood by all parties in advance. Please review the information below, and feel free to ask for further clarification.

## GENERAL FEES

For individual, marital, relational, and family therapy (most sessions are 50 minutes in length. Longer or shorter sessions may be recommended in certain circumstances):

Initial 50-minute session (adults).....\$175.00  
50-minute session (adults).....\$140.00

Initial 50-minute session (adolescent/child).....\$175.00  
50-minute session (adolescent/child).....\$140.00

Couples 50-minute session.....\$175.00 (insurance is not applicable)

Family w/patient present 50-minute session.....\$175.00

Collaborative 60-minute session.....\$175.00 (insurance is not applicable)

Mediation 60-minute session.....\$175.00 (insurance is not applicable)

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## GENERAL FEES (Continued)

Other fees may be charged for specific services, such as hospital visits, consultation with attorneys or other professionals, structured group programs focusing on a particular topic or problem, detailed psychological evaluations completed at the request of a physician or attorney, etc. Jackie would be happy to discuss the fees for these services with you at any time.

In some situations, clients may be asked to complete psychological testing instruments. Fees for other tests will be communicated in advance and vary according to the nature of the test.

## INSURANCE

Health plans vary widely in their mental health benefits, and most plans have both yearly and lifetime benefit limits. Further, many "managed care" plans periodically review your symptoms or progress in therapy and may markedly restrict the number of sessions authorized for insurance payment. It is your responsibility to familiarize yourself with the authorization procedures, reimbursement rate, limitations, and specific provisions of your health policy, although we will be happy to help when we can if there are questions. Keep in mind that even if you have insurance, you are the one who is ultimately responsible for payment of your bill. This is true even if the insurance company withdraws authorization for services after the services have been performed. Verification of insurance benefits is not a guarantee of coverage or payment on the part of the insurance company. We cannot take responsibility for negotiating settlements of any disputes with your insurance company. If your insurance coverage changes, it is your responsibility to notify Jackie prior to your next appointment so your benefits can be verified.

If Jackie is an in-network provider with your insurance company, at the time of visit, you must pay the co-pay/co-insurance/deductible amount determined by your insurance company. Our billing service will file claims with your insurance company for services provided. In the event that the explanation of benefits (EOB) received reflects client responsibility that differs from the information obtained during the verification of benefits process, any overpayment made by you will be applied to future services, or under special circumstances, the overpayment will be refunded to you.

If Jackie is NOT an in-network provider with your insurance company, you will be asked to pay for all services in full at the time services are rendered. Our billing service will file claims with your insurance company for services provided and any reimbursement from your insurance company will be issued directly to you in accordance with your out of network benefits.

## PAYMENT

Payment for the client responsibility portion of your bill (the "co-pay/co-insurance/deductible/private pay") is due at the time services are rendered. If this is not possible, discuss the situation with us to see if alternative arrangements can be made. Services may be discontinued if fees remain unpaid for an extended period of time. We require that credit card information be submitted at the initial visit. We reserve the right to charge any outstanding account balance older than 30 days to this credit card on file. We also reserve the right to retain a collection agency or attorney to collect unpaid fees after termination of therapy if the former client fails to make a reasonable effort to pay off any outstanding balance. Forms of payment accepted: cash, check, credit card, or wire transfer. A fee of \$30 will be assessed to you for a returned check.

## ADDITIONAL SERVICES

There is a \$25 fee for completion of short forms and letters, such as letters to insurance companies for the justification of diagnosis, evaluation, treatment, or information for IEP planning. Lengthy letters or forms will be billed at \$150 per hour. Payment must be received before the letters or forms will be distributed. In most, cases, Jackie will not be able to complete forms or write letters the same day as requested; in some instances, there may be a 7 day turnaround period for the completion of the forms or letters. However, she will make every effort to be as prompt as possible in fulfilling

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## ADDITIONAL SERVICES (Continued)

your request. There is no charge for business calls, i.e. making/rescheduling appointments, questions about account balances, insurance etc. Other calls will be timed and the billing pro-rated based on a fee of \$150 per hour. This fee must be paid at the next appointment. Jackie does not perform court related services. In the event that court services are required, fees are charged for travel time, record review, and telephone calls, in addition to time away from the office related to court proceedings. The hourly rate for court related services is \$250 with a minimum charge of 4 hours for time required out of the office. Insurance does not cover court related services, so payment is required in advance.

## MEANS OF COMMUNICATION

Please understand that Jackie will not interrupt sessions with clients to address telephone calls, so you may reach her voicemail or scheduler when calling the office. Jackie discourages telephone calls to discuss therapy related issues, but if something determined to be urgent arises, you will be responsible for professional time on telephone calls. If you have an issue that will require more than 15 minutes, an appointment must be scheduled. Jackie is not available for emergencies after office hours.

Consistent with the Federal Health Insurance Portability and Accountability Act (HIPAA), any of your personal health information that must be communicated for the purposes of billing will occur exclusively through secure channels. For this reason, Jackie's practice manager is able to accept your personal health information via telephone call, fax, or our encrypted email service. Jackie's practice manager cannot accept pictures of insurance cards, personal identification cards, or other confidential materials via text message; any such images you wish to send must be sent by fax or to our encrypted email in order to insure the proper protection of your privacy.

**TEXTING:** Appointment reminders are sent via text message; after your initial visit appointment scheduling is primarily handled via text message. Text messages contain only necessary information including the time of your appointment and the name of the clinician with whom you are meeting (Jackie). We suggest that you do not send sensitive insurance or personal information that HIPAA prohibits from being sent through text message. You may opt in or out of communicating by text message at any time. **Please see the attached Communication Authorization.**

**EMAIL:** Client email addresses are used by us to deliver by encrypted email new client forms and benefit or fee information to new clients. Additionally, Jackie conducts educational webinars, group workshops, and also distributes educational materials. Email is the preferred method of notifying clients about the aforementioned educational activities. Emails sent to you regarding educational activities are not sent as encrypted emails. You may opt in or out of receiving these emails at any time. **Please see the attached Communication Authorization.**

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## **ACKNOWLEDGEMENT OF POLICIES & PROCEDURES**

It is very important that you have read (or had read to you) and reviewed this form carefully to understand all of the office procedures and policies regarding Jacquyn (Jackie) Cleary/Cleary Counseling and Consultation Inc treatment.

Your signature below indicates that:

You have had sufficient opportunity to read and understand this document.

You have asked Jackie to clarify anything that you did not understand.

You understand that this document applies only to the policies and procedures for treatment with Jackie Cleary.

You give Jackie Cleary your consent to provide treatment to you or your child.

Printed Name of Client: \_\_\_\_\_ Client Date of Birth: \_\_\_\_\_

Responsible Party if Client is a minor: \_\_\_\_\_ SSN: \_\_\_\_\_

Signature of Adult Client or Responsible Party: \_\_\_\_\_

Date: \_\_\_\_\_

### Office Use Only

My signature below indicates that I have answered any questions posed by the client/parent/guardian. I believe that this person understands all of the issues discussed in this document, and I find no reason to believe that this person is not fully competent to give informed consent to treatment.

\_\_\_\_\_  
Jacquyn R. Cleary, MS, LPC, LMFT

Date: \_\_\_\_\_

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## **COMMUNICATION AUTHORIZATION**

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Consistent with the Federal Health Insurance Portability and Accountability Act (HIPAA), any of your personal health information that must be communicated for the purposes of billing will occur exclusively through secure channels. For this reason, Jackie's practice manager is able to accept your personal health information via telephone call, fax, or our encrypted email service. Jackie's practice manager cannot accept pictures of insurance cards, personal identification cards, or other confidential materials via text message; any such images you wish to send must be sent by fax or to our encrypted email in order to insure the proper protection of your privacy.

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I, \_\_\_\_\_ (printed name of client or responsible party if client is a minor),

### **Check one re: TEXT MESSAGE COMMUNICATION**

\_\_\_\_\_ authorize the use of text messages from Jacquyn (Jackie) Cleary/Cleary Counseling and Consultation Inc and/or her designated staff solely for the purposes of appointment reminders and appointment scheduling.

\_\_\_\_\_ do not authorize the use of text messages from Jacquyn (Jackie) Cleary/Cleary Counseling and Consultation Inc and/or her designated staff solely for the purposes of appointment reminders and appointment scheduling.

### **Check one re: EMAIL COMMUNICATION**

\_\_\_\_\_ authorize the use of email to receive information regarding educational activities solely from Jacquyn (Jackie) Cleary/Cleary Counseling and Consultation Inc..

\_\_\_\_\_ do not authorize the use of email to receive information regarding educational activities solely from Jacquyn (Jackie) Cleary/Cleary Counseling and Consultation Inc.

**Signature of Adult Client or Responsible Party:** \_\_\_\_\_

**Date:** \_\_\_\_\_