



**Amy Cluff** LCSW, PC

*Healing ~ Growth ~ Harmony*

Amy Cluff, LCSW, PC  
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### **OFFICE POLICIES AND INFORMED CONSENT AGREEMENT TO THERAPY SERVICES**

**CONFIDENTIALITY** All information disclosed within sessions and written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission, except where disclosure is required by law or within the parameters of the Notice of Privacy Practices.

**WHEN DISCLOSURE IS REQUIRED BY LAW** Some of the circumstances where disclosure is required by law are: when there is report or reasonable suspicion of child, dependent, or elder abuse or neglect; where the client presents a danger to self, to others, to property, or is gravely disabled, or when a client's family members communicate to Amy Cluff, LCSW that the client presents a danger to self or others.

**WHEN DISCLOSURE MAY BE REQUIRED** Disclosure may be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/ or testimony by Amy Cluff, LCSW.

I may use or disclose your personal health information to family members that are directly involved in your treatment. In couple, child, and family therapy, confidentiality and privilege will not apply between the couple, parents, or family members, unless otherwise agreed upon. In such cases, the "client" is defined as the family unit receiving the therapy. I will use my clinical judgment when using or disclosing information between and among family members. You have the right to request restrictions on certain uses and disclosures of your information. However, I am not required to agree to the restriction you request.

**EMERGENCIES** If there is an emergency during our work together, or in the future after termination where Amy Cluff, LCSW becomes concerned about your personal safety, the possibility of you injuring some one else, or about you receiving proper psychiatric care, she will act, within limits of the law, to prevent you from injuring yourself or others and to ensure that you receive proper medical care. For this purpose, she may also contact the person whose name you have provided on the intake form for your emergency contact.

### **HEALTH INSURANCE AND THE CONFIDENTIALITY OF RECORDS**

Disclosure or use of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you instruct Amy Cluff, LCSW, only the minimum necessary information will be communicated to the carrier. Amy Cluff, LCSW has no control or knowledge over what insurance companies do with the information submitted or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or to future capacity opportunities.

### **OTHER THIRD PARTY PAYERS AND CONFIDENTIALITY OF RECORDS**

Disclosure or use of confidential information may be required by your third party payer in order to process claims/ billing, such as with Crime Victims Reparations or church/clergymen. If you instruct Amy Cluff, LCSW, only the minimum necessary information will be communicated to the third party payer. In most cases, Amy Cluff, LCSW will request that you sign an authorization for the release or exchange of information in order to process payment. Amy Cluff, LCSW has no control or knowledge over what third party payers do with the information submitted or who has access to this information. You must be aware that having a third party payer carries a certain amount of risk to your personal health information.

**LITIGATION LIMITATION** Due to the nature of the therapeutic process and the fact that it often involves making full disclosures with regard to many matters that are confidential in nature, it is agreed that should there be legal proceedings (such as, but not limited to, divorce and custody disputes, parent time, injuries, lawsuits, etc.), neither you (client) nor your attorney, nor anyone else acting on your behalf will call on Amy Cluff, LCSW to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy treatment records be requested, unless otherwise agreed upon by Amy Cluff, LCSW.

**CONSULTATION** Amy Cluff, LCSW consults regularly with other professionals regarding her clients; however, client's identity remains completely anonymous and confidentiality is fully maintained. Consultation is a best practice policy, in an effort to provide quality therapeutic treatment.

**E-MAIL, CELL PHONES, COMPUTERS, FAXES** It is very important to be aware that these communication devices can be relatively easily accessed by unauthorized people, and hence, can compromise the privacy and confidentiality of such communications. The emails sent by Amy Cluff, LCSW or Alliant Counseling and Education are not encrypted. Amy Cluff, LCSW only uses computers that are equipped with firewall, virus protection, and password protection. Records are backed up off-site and encrypted for maximum privacy. Please notify Amy Cluff, LCSW if you decide to avoid or limit the use of any or all communication devices. Please do not use email or fax for emergencies.

**RECORDS AND YOUR RIGHTS TO REVIEW THEM** Both the law and my standards require that I keep appropriate treatment records. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances, or when Amy Cluff, LCSW assess that releasing such information might be harmful in any way. In such cases, Amy Cluff, LCSW will provide the records to an appropriate and legitimate mental health professional of your choice. You have the right to review the denial of releasing records. You have the right to request amendments to your records as long as the personal health information remains in the record. This request may be denied. Please refer to Notice of Privacy Practices.

**PAYMENT AND INSURANCE REIMBURSEMENT** Clients are expected to pay the standard fee of \$95 per 45-50 minute session at the beginning of each session, unless other arrangements have been made with Amy Cluff, LCSW. Support services, such as telephone and electronic communications, case management, coordination and consultation with treatment providers, site visits, report writing and reading, travel time, longer sessions, etc. will be charged at the same hourly rate. Amy Cluff, LCSW has the right to request prepayment or a retainer fee to cover charges if the client will have significant amounts of support services. Please notify Amy Cluff, LCSW if any problems arise during the course of therapy regarding your ability to make timely payments. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Amy Cluff, LCSW, PC can use legal or other means to obtain payment.

### Court/ Legal Related Services

All legal/court related services are charged at \$150 per hour. This includes psychotherapy, mediation, assessments, case consultation, management, and coordination, telephone and electronic communications with client, attorney, or any related party, report preparation and reading, travel, legal proceedings of any kind, etc. If legal/ court related services account for only a portion of your services, it is the discretion of Amy Cluff, LCSW to determine if psychotherapy will be billed at the regular rate of \$95 or the \$150 rate.

Amy Cluff, LCSW has the right to request prepayment or a retainer fee to cover charges if the client will have significant amounts of support services.

#### Blue Cross Blue Shield Insurance

Amy Cluff, LCSW is a mental health treatment provider for Blue Cross Blue Shield insurance (BCBS). It is your responsibility to notify Amy's office staff that you carry Blue Cross Blue Shield and that you want to use your benefits. You are responsible to contact BCBS to verify your deductible and copayment amounts. Please pay your copay at the beginning of each session. Amy's office will submit claims to BCBS for reimbursement, but the client is responsible to pay in full if the deductible is not met. The client is responsible to pay in full if for any reason BCBS denies the claim. Amy Cluff will not back-bill for previous services if you choose to use your insurance after treatment has started.

#### All Other Insurance Companies

Clients who carry insurance should remember that professional services are rendered and charged to the client, not the insurance company. Be prepared to pay at the time of service. It is recommended that you contact your insurance carrier to see if treatment with Amy Cluff, LCSW will be reimbursed. Unless agreed upon differently, Amy Cluff, LCSW will provide you with a copy of your receipt on a monthly basis, which you can then submit to your insurance carrier for reimbursement, if you choose. At this time, I am only a Blue Cross Blue Shield provider. If you have a different insurance provider, it is the decision of your provider if treatment will be reimbursed. It is your responsibility to verify the specifics of your coverage.

**MEDIATION AND ARBITRATION** All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a precondition of the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Amy Cluff, LCSW and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement shall be submitted to and settled by binding arbitration in Washington County, Utah in accordance with the rules of the American Arbitration Association. Notwithstanding the foregoing, in the event that your account is overdue and there is no agreement on a payment plan, Amy Cluff, LCSW can use legal means to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney fees. In the case of arbitration the arbitrator will determine that sum.

#### **THE PROCESS OF THERAPY/ EVALUATION AND SCOPE OF PRACTICE**

Participation in therapy can result in a number of benefits to you, including improving your mental health, interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to experience growth and change in your thoughts, feelings, and behavior. Amy Cluff, LCSW will ask for your feedback and views on your therapy and will expect you to respond openly and honestly. Therapy can result in you experiencing considerable discomfort or strong feelings as you work through the process of growth. Your assumptions and views may be challenged. Attempting to resolve issues that brought you to therapy in the first place may result in changes that were not originally intended. Sometimes, another family member may have negative views on decisions and changes that other family members experience positively. Growth will sometimes be easy and swift, but often can be slow and difficult. During the course of therapy, Amy Cluff, LCSW is likely to draw on various treatment approaches, including cognitive-behavioral, cognitive, behavioral, emotion-focused, family centered, developmental, humanistic, psycho-educational, and experiential. Amy Cluff, LCSW does not provide custody evaluations, medical prescription recommendations, nor medical advice, as these activities are without her scope of practice.

Amy Cluff, LCSW does not perform custody evaluations. Amy Cluff, LCSW provides therapeutic treatment to children/ families involved in custody disputes, co-parenting issues, parent time issues, and parent-child issues. Upon agreement with Amy Cluff, LCSW, she will provide recommendations, input, and progress information in legal proceedings, where appropriate (including but not limited to coordinating with custody evaluators, judges, attorneys, Guardian ad litem, DCFS). Amy Cluff, LCSW has the right to decline providing input and making recommendations in legal proceedings if it poses a significant risk to the therapeutic relationship with her clients.

**DISCUSSION OF TREATMENT PLAN** Within a reasonable period of time after the initiation of treatment, Amy Cluff, LCSW will discuss with you her understanding of the problems, treatment plan, objectives, and her view of the possible outcomes of treatment. If you have any questions about any of the procedures used in the course of your therapy, their possible risks, Amy Cluff, LCSW's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that Amy Cluff, LCSW does not provide, she has an ethical obligation to assist you in obtaining those treatments.

**TERMINATION** As set forth above, after the first couple of meetings, Amy Cluff, LCSW will assess if she can be of benefit to you. Amy Cluff, LCSW does not accept clients who, in her opinion, she cannot help. In such cases, she will give you a number of referrals, who you can contact. If at any point in treatment, Amy Cluff, LCSW feels she is not helping you reach the therapeutic goals, she is obligated to discuss it with you and if appropriate, to terminate treatment. In such cases, she will give you a number of referrals for you to contact. You have the right to terminate therapy at any time. If you choose to do so, Amy Cluff, LCSW will offer to provide you with names of other qualified professionals. With written authorization, Amy Cluff, LCSW will talk with your new chosen treatment provider to give essential information.

**CANCELLATION/ NO SHOW** Because the scheduling of an appointment involves the reservation of time specifically to you, a minimum of 24 hours notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full session fee will be charged for sessions missed without such notification. Insurance companies and third party payers will not be responsible for reimbursing missed sessions.

