

## Agape Psychological Consortium, PLLC

Ethical, Compassionate, and Competent Services

(336) 855 - 4649

Individual, Couple & Family Therapy  
ADHD & Learning Disability Evaluations  
Clinical & Educational Consultation

Psychological & Intellectual Assessments  
Emotionally/Behaviorally Disruptive Services  
Court Related & Mandated Services

### Informed Consent for Treatment

#### I. Rights

As a client of Agape Psychological Consortium, you have certain rights, among which are the rights to respect, prompt service, and confidentiality.

##### a. Appointment:

We are committed to providing quality services to all clients. Keeping appointment times will allow you to take full advantage of your session(s). During the initial meeting, we will need to collect basic information to better understand your current situation. For this reason, we usually schedule an hour for this first meeting. After the initial session, we will then meet for regularly scheduled sessions. An appointment is a commitment to our work. If I am ever unable to start on time, we ask your understanding. If you are late, we will probably be unable to meet for the full time; more than likely, I will have another appointment after yours. If an emergency arises, please cancel your appointment by calling the office staff and give as much advance notice as possible. **Failure to cancel an appointment without notice will result in a \$30.00 "No Show" fee (\$40.00 for missed evaluation session). If the client is a resident of a group home, then the group home is responsible for the "No Show" fee.**

Finally, we request that you do not bring children with you if they are young and need babysitting or supervision, which we cannot provide. You will be charged for any damage to, or theft of, property in this office by you or anyone for whom you are legally responsible. Also, we cannot be responsible for any personal property/valuables you bring into this office. And, finally, children must not be left unsupervised. So, please do not "drop off" your children and leave the office.

##### b. Respect:

The staff of Agape Psychological Consortium is expected to treat all clients with respect regardless of race, ethnicity, national origin, age, gender identity, sexual orientation, lifestyle, or religion. Therapists convey this respect by keeping appointments, by giving you complete attention during sessions, by avoiding interruptions during sessions, by providing effective counseling, and by rendering clinically and culturally competent services.

##### c. Treatment Participation:

Counseling is a participatory activity. In order for it to be effective, you must actively participate in establishing and working on treatment goals, completing assignments, and discussing difficult issues. If either you or the therapist feels that therapy is not progressing as planned, you may discontinue treatment until a later time. If you choose to discontinue treatment prematurely, we ask that you inform your therapist of your intentions.

##### d. Confidentiality:

Therapy involves the sharing of sensitive, personal, and private information by clients with their therapist. Recognizing this, several federal and state laws, as well as a code of professional ethics, protect the confidentiality of information shared in therapy. In addition, no information about whether or not you are being seen at Agape Psychological Consortium, or about your actual counseling, will be released to an outside agency or person without written permission from you. There are, however, a few carefully agreed upon exceptions to confidentiality which we believe you should know about before you begin therapy.

###### ▶ Abuse of Children:

If your therapist has reason to believe that a child under the age of 18 is being abused or neglected, (s)he is legally obligated to report this situation to the appropriate state agency.

###### ▶ Abuse of Elderly Individuals or Other Vulnerable Adults:

If your therapist has reason to believe that a vulnerable adult (i.e., elderly/person over 18 y/o who lacks the physical/mental capacity to provide for his/her daily needs) is being abused, (s)he is legally obligated to report this situation to the appropriate state agency.

###### ▶ Imminent Harm to Self:

If your therapist has reason to believe that you are in danger of physically harming yourself, and if you are unwilling or unable to follow treatment recommendations, (s)he may have to seek your involuntary admission to a hospital and/or contact a family member or another person who may be able to help protect you.

###### ▶ Imminent Harm to Others:

If your therapist has reason to believe that you are actually threatening physical violence against another person, or if you have a history of physically violent behavior and your therapist believes that you are an actual threat to the

safety of another person, (s)he may be required to take some action to ensure that the other person is protected (e.g., contacting the police, notifying the other person, seeking involuntary hospitalization).

▶ Court Order to Release Information:

We are legally required to release client information to the courts if a judge court orders your record. If such a situation arises, we will make every attempt to inform you of the court's request and the nature of the request.

▶ Minor/Guardianship:

For minors, the legal guardian(s) have the right to access the client's records, schedule appointments for the minor-child, and negotiate treatment.

▶ Collection of Fees:

At Agape Psychological Consortium, we pride ourselves in providing quality clinical services. Yet, we are a business and expect to be paid for the provided services. When fees for services are not paid in a timely manner, then a collection agency may be utilized to collect the unpaid balance. The specific content of the services (e.g., diagnoses, treatment plan, case notes, evaluations) will not be disclosed to the collection service; only the unpaid balance is legally required to release client information to the courts if a judge court orders your record. If such a situation arises, we will make every attempt to inform you of the court's request and the nature of the request.

The confidentiality exceptions described in "d" are extremely rare. If, however, they should arise, it is our policy that, whenever possible, we will discuss with you any action contemplated as fully as possible. However, you should know that we are not legally obligated to inform you, or seek your permission, especially if such a discussion would prevent us from securing your safety or the safety of others. If disclosure of confidential information does become necessary, we will release only the minimal information necessary to protect you and/or another person.

e. Clinical Consultation:

There are three situations in which the therapist might talk about part of your case with another therapist. We ask now for your understanding and agreement to let him/her do so in these situations.

- ▶ First, when your therapist is away from the office for a few days, he/she will have a trusted fellow therapist "cover" for him/her. Of course, this therapist is bound by the same laws and rules as I am to protect your confidentiality.
- ▶ Second, on occasion, your therapist may need to consult other therapists or other professionals regarding your situation. These persons are also required to keep your information private. Your name will never be given to them, some information will be changed or omitted, and they will be told only as much as they need to know to understand your situation.

f. Medical Records:

According to State of North Carolina regulations for professional therapists, client records must be maintained for a period of seven (7) years. Consistent with these regulations, we at Agape Psychological Consortium keep both our paper and electronic records within a double locked structure for the designated time period. At the end of this period, the individual client's records are shredded and appropriately discarded by a professional shredding service.

g. Transportation or Removal of Medical Records:

Under most conditions, medical records are kept in the medical records room at Agape Psychological Consortium. And, they are to not be removed from the office or left in the therapists' office after work hours. However, there are times when the records may be removed from the premise. And, if removed, the records must remain in the hands of a designated staff person and authorized by the Director. Those conditions are as follows:

- ▶ Under a court subpoena
- ▶ When record is needed for treatment or audit purposes

h. Electronic Storage and Transmission of Information:

Client information is stored in a secured and encrypted network file server. This information is protected by a network firewall and network user password. Without client expressed permission, under no circumstances is confidential information transmitted via facsimile or e-mail; these are not considered to provide sufficient guarantee of confidentiality or privacy. Since we cannot guarantee either confidentiality or a timely response, e-mail communication involving counseling issues is strongly discouraged.

Except for situations described above, the Agape staff will always maintain your privacy. In return, we ask that you not disclose the name or identity of any other client being seen in this office. Our staff will also try never to use your name on the telephone, if clients in the office can overhear it. All staff members who see your records have been trained on how to keep records confidential.

If your records need to be seen by another professional, or anyone else, we will discuss it with you. If you agree to share these records, you will need to sign an authorization form. This form states exactly what information is to be shared, with whom, and why, and it also sets time limits. You may read this form at any time. If you have questions, please ask me.

It is our office policy to destroy clients' records seven (7) years after the end of our therapy. Until then, we will keep your case records in a safe place. If we must discontinue our relationship because of illness, disability, or other presently unforeseen circumstances, we ask you to agree to our transferring your records to another therapist who will assure their confidentiality, preservation, and appropriate access.

As part of cost control efforts, an insurance company will sometimes ask for more information on symptoms, diagnoses, and treatment methods. It will become part of your permanent medical record. We will let you know if this should occur. Please understand that we have no control over how these records are handled at the insurance company. However, it is our office policy to provide only as much information as the insurance company will need to pay your benefits.

You have the right to ask that your information not be shared with family members or others; we can agree to that limitation. You can also tell us if you want us to send mail or phone you at a more private address or number (i.e., home or workplace). If this is of concern to you, please tell me so that we can make arrangements.

## II. Non-medical (i.e., psychiatric) Emergencies

### a. During Regularly Scheduled Office Hours:

If you are a client of Agape Psychological Consortium and have a psychiatric emergency during our regular office hours ((Monday-Thursday (9:00-6:00))), call the office and explain your situation and ask to speak to a therapist. A therapist will respond to your call immediately or within the hour of your call.

### b. After Hour Coverage/Emergencies:

If you are a client of Agape Psychological Consortium and need to contact a therapist after the office is closed, and it is **not an emergency**, please leave a detailed message on our confidential voice mail. A therapist will contact you the next business day. If you are experiencing a psychiatric emergency after the office is closed, please do the following: Call 911 and inform the person that you are experiencing a psychiatric emergency. If you still need to talk to a therapist **AND** you are not in a life-threatening situation, then call our office and leave a message. A therapist will call you back within the hour of your call.

## III. Consent to Treatment

The rates, policies, regulations, services, and statutory provision concerning client rights have been explained to me. I understand that as an individual I shall receive appropriate evaluation and treatment by Agape Psychological Consortium. I understand my consent is ongoing until revoked by written notice. I also agree and consent to treatment by Agape Psychological Consortium. And, finally, if necessary, I also give my permission for Agape to seek emergency medical care from the nearest hospital or physician.

## III. Consent for Release of Information

I hereby authorize Agape Psychological Consortium to release/exchange information about any emergency care I need to receive, with the individuals listed and identified as my Emergency Contacts. I also authorize Agape Psychological Consortium to release/exchange information with Local Management Entities (LME) and insurance companies necessary to authorize and process service authorizations and payment claims. I also authorize Agape Psychological Consortium to contact my guardian or emergency contact if a medical or psychiatric emergency arises. I understand my consent is ongoing until revoked by written notice.

## IV. Acknowledgement of Orientation to Services

### a. Orientation to Services:

I have been oriented to the services I will receive and have had the opportunity to ask questions.

### b. Emergency Contact:

I have received a copy of the Emergency Contact Sheet that provides me with information on how to get assistance in case of an emergency during the day or after house.

### c. Client's Rights/HIPAA:

I have received information regarding HIPAA and client confidentiality. I have had my rights explained and had the opportunity to ask questions. I understand that if I feel my rights have been violated, I am encouraged to seek assistance or file a complaint with a member of Agape Psychological Consortium, the LME or the Governor's Advocacy Council.

## V. Coordination of Care

To provide comprehensive services, it is essential that Agape coordinate its services with other service providers within the community (e.g., therapists, psychiatrists, physicians, and other service providers). To accomplish this goal, we have implemented the following procedures:

- Correspondence Letter: sent shortly after client begins services at Agape Psychological Consortium
- Inclusion of family members and other service providers to Intake Meeting to coordinate services
- Submission of completed evaluation to referring person

Client/Legal Guardian Signature: \_\_\_\_\_

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

Staff Signature: \_\_\_\_\_

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