

Practice Policies

Agape Therapeutic Solutions

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INFORMED CONSENT/DISCLOSURE STATEMENT

Thank you for choosing Agape Therapeutic Solutions (ATS) for your behavioral health care. Please take time to read this document in its entirety as it contains important legal information, information about the counseling process, your rights, and company policy and procedures.

CONFIDENTIALITY/CLIENT'S RIGHTS

ATS will make every attempt follow HIPPA (Health Insurance Portability and Accountability Act) and will not release your information to anyone (including family) without your written consent. ATS DOES NOT accept verbal consent under any circumstances. There are instances where the therapist is legally obligated to take action not in accordance with confidentiality:

1. There is reasonable cause to suspect you of child abuse or neglect. In this instance, the therapist is required to file a report with the Department of Children and Family Services. In the same instance if there is reason to believe that any minor child is suspected of being abused or neglected the therapist is required to file a report with the Department of Children and Family Services.
2. There is reasonable cause to suspect abuse of adult that cannot protect themselves. In this instance the therapist is required to file a report with Adult Protective Services (APS) and inform the police.
3. If you communicate a threat of physical violence against a reasonably identifiable third person and the therapist believe that it is highly likely that you will carry out the threat, the therapist will have to disclose Protected Health Information (PHI) to take protective action. These actions will include notifying the potential victim, the local police, Department of children and Family Services and/or seeking hospitalization for you.

MINORS AND PARENTS

Clients under 18 years and their parents should be aware that the law may allow parents to examine their child's treatment records. As specified by law, children 14 and over must consent to release information specifically pertaining to sexual activity and substance use.

Privacy in psychotherapy is crucial to the treatment process. Parents should understand that the therapist will not disclose what the child says in therapy.

Children may not be left unattended in the facility, even when they are in therapeutic session. Employees of ATS cannot provide supervision of your children under any circumstances. In addition, children should not participate in the appointments of their parents or siblings, other than planned family sessions, as it can be distracting to therapy and potentially detrimental to the treatment process.

Please be mindful when bringing other children to the facility. Therapists are in session or working and the noise level may disturb them. If your child(ren) (not in session) is/are causing a disturbance you will be asked to make other arrangements for your child prior to appointments.

APPOINTMENTS/SERVICES

All services are available by appointment only. It is highly recommended that you schedule your appointment through the patient portal. All sessions are 53-60 minutes in length unless other discussions have been made with your therapist. Appointment reminders are sent as a courtesy and many not happen before every appointment. **PLEASE ARRIVE TO YOUR APPOINTMENT ON TIME.** If you are 15 minutes late for your appointment, the session will not be conducted and you will be responsible for all charges. Continued tardiness will result in your services being terminated.

If you need to cancel a session for any reason please call my office as soon as possible, if there is no answer leave a message explaining the purpose of your cancellation. Appointments not cancelled within 24 hours of your scheduled session will result in a charge of the full cost of the session for the missed appointment and must be paid before your next appointment. This expense will be paid directly by the client as missed services are not covered by insurance. Failure to schedule an appointment within 30 days will be viewed as a discontinuation of therapeutic services.

ATS offers telemental health services through Simple Practice, which is HIPAA compliant. Telemental health sessions may not be available through your insurance and could result in out of pocket costs. ATS will review your coverage prior to your request for telemental health sessions.

USE OF MOOD ALTERING SUBSTANCES

Please do not use mood-altering substances, including alcohol and other drugs on the day of your session. The therapist cannot conduct a session while you are under the influence of any drug. The clinician has the final say to determine if you are impaired. If you thought to be impaired your session will be cancelled and you **WILL BE RESPONSIBLE FOR PAYMENT.** If you choose drive off the premises under the influence of any mind altering substance the therapist will be obligated to contact the authorities to ensure your safety and the safety of others.

PAYMENTS

ATS accepts payments of cash, check, debit card and ACH bank transfer. There will be a \$30 fee for all Non-Sufficient Funds (NSF) checks. Your co-payment is due at the time of service. In the event your benefits cannot be verified prior to your appointment, you will be responsible for the full payment or services. Every attempt will be made to have your benefits verified before the time of appointment.

For clients using insurance coverage please understand that ATS will submit claims on a daily basis. In the event your insurance does not pay for your treatment, you will be responsible for payment.

If ATS does not accept your insurance, you may work out of network or submit an insurance superbill on behalf of your insurance company. ATS will provide a superbill that you can submit to your insurance company. ATS will NOT work out agreements with out of network insurance companies.

LEGAL/COURT INVOLVEMENT

This practice often handles cases that may involve legal court proceedings. If you or your child will be participating in court proceedings it is important that you notify your therapist **IMMEDIATELY**. If I am required to participate in court proceedings on you or your child's behalf, I will charge a \$500 retainer and \$350 per hour. All fees must be paid two weeks prior to a scheduled court appearance, excluding the retainer which must be paid at the time court services are requested.

Court participation will include but not limited to consulting with attorneys, report writing, time spent traveling to and from court, waiting to testify and any other service deemed necessary for your court case. In the event of a settlement or cancellation of the trial/hearing within 48 hours, a charge will be levied for those hour originally set aside for the trial/hearing. **THESE SERVICES ARE NOT REIMBURSABLE BY YOUR MEDICAL INSURANCE AND WILL BE CHARGED TO THE CLIENT AND/OR PARENT.**

ETHICS AND RECORD KEEPING

Licensed Clinical Social Workers abide by the code of ethics relegated by the National Association of Social Workers. Your therapist(s) are also bound by ethics in the state of Louisiana through the Louisiana Board of Social Work Examiners (LABSWE).

Your records are maintained electronically in a secure electronic practice management system. There are no paper documents kept in this practice. Any paper correspondence is scanned and saved into my practice management system. Those paper records are then shredded. You have a right to review your records as requested.

ELECTRONIC COMMUNICATIONS/SESSIONS

ATS uses Simple Practice which includes electronic communication through the patient portal. Text messaging and other forms of communication are not secure forms of communication and your information can possibly be intercepted. If you choose to communicate with me via electronic communication **OUTSIDE OF THE PATIENT PORTAL OR GOOGLE FOR BUSINESS EMAIL** (both are secure), understand that you are taking a risk that your confidentiality may be compromised.

EMERGENCY/ AFTER HOURS

If you are experiencing a crisis and your therapist is unavailable, you should call 911 and/or proceed to the nearest emergency room. 1-800-784-2433 and 1-800-273-8255 are the USA National Suicide Hotlines for your convenience. Local help for Lafayette, Louisiana and surrounding residents may call 337-232-HELP, The National Alliance on Mental Illness (NAMI) Acadiana Help Line at 337-654-2138 or text NAMI to 741741 for around the clock assistance.

WEAPONS ON PREMISES

For the safety of everyone, ATS is a weapons-free facility. Please leave any firearms, knives and other weapons in your car while you are in our facility.

SERVICES ANIMALS

Only registered service animals are permitted in the building.

SOCIAL MEDIA

Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

TERMINATION

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. I may terminate treatment after appropriate discussion with you and a termination process if I determine that the psychotherapy is not being effectively used or if you are in default on payment. I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

CONSENT TO TREATMENT

My signature (s) below indicate that I/We have read and understand the above consent to treatment with Agape Therapeutic Solutions (ATS) under the conditions specified above. In the event that treatment is for a minor child, I hereby give my consent to treatment and affirm that I am their legal guardian with authority to authorize mental health treatment.

BY CLICKING ON THE CHECKBOX BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THE DOCUMENT I AM BEING ASKED TO REVIEW.