



Client Informed Consent Agreement

Welcome and congratulations on taking the first step. Please read through this document, which provides helpful information for getting the most out of your counseling/psychotherapy experience, and describes your rights and responsibilities as a client.

Qualifications

I hold Bachelor's degree in secondary education from the State University of New York at Cortland and a Master's degree in clinical mental health counseling from Lenoir-Rhyne University. I am a Licensed Clinical Mental Health Counselor in the state of North Carolina (LCHMC #12869) and a nationally certified counselor (NCC #830106).

The Therapeutic Relationship

The therapeutic relationship works in part because of clearly defined rights and responsibilities held by each person. This frame helps to create the safety to take risks and the support to become empowered to change. As a client in therapy, you have certain rights that are important for you to know about because this is your experience, the primary goal of which is your well-being. There are also certain limitations to those rights of which you should be aware. As a therapist, I have corresponding responsibilities to you.

Client Rights and Responsibilities

I. Confidentiality With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. Outside of my supervision, I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission. Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so unless the situation is an emergency. I will always act so as to protect your privacy even if you do release me in writing to share information about you. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a therapy session with you. You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Should I need to

transmit information about you electronically, it will be done with special safeguards to insure confidentiality. If you elect to communicate with me by email or text messaging at some point in our work together, please be aware that email and text messaging are not completely confidential. All emails and texts messages are retained in the logs of your or my internet and phone service providers. While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet and/or phone service provider. Any email or text I receive from you, and any responses that I send to you that contain therapeutic content will be printed and kept in your treatment record.

Occasionally, intra-agency communication via text or email may occur. This typically happens for supervision or referral reasons. Please understand that if I do need to communicate about our work together with my supervisor or fellow interns/externs via text or email, I will do my very best to keep your information confidential and will never use your name or any identifying information.

The following are exceptions to your right to confidentiality. I would inform you of any time when I think I will have to put these into effect.

1. I will consult with my supervisor, who is held to the same standards of confidentiality as I am.
2. If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim.
3. If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I am obligated to report this to the Department of Social Services.
4. If I believe that you are in imminent danger of harming yourself, I may break confidentiality and call the police or the county crisis team. I am not obligated to do this, and would explore all other options with you before I took this step. If at that point you were unwilling to take steps to guarantee your safety, I would call the crisis team.

II. Other Rights

You have the right to ask questions about anything that happens in sessions. I'm always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can request that I refer you to someone else if you decide I'm not the right person for you. You are free to sever the therapeutic relationship at any time.

If another health care person is working with you, I will need a release of information from you so that I can communicate freely with that person about your care. You have the right to refuse anything that I suggest. I do not have social or sexual relationships with clients because that would be an abuse of my power as a therapist.

Therapy also has potential emotional risks. Approaching feelings or thoughts that you

have tried not to think about for a long time may be painful. Making changes in your beliefs or behaviors can be frightening, and sometimes disruptive to the relationships you already have. You may find your relationship with me to be a source of strong feelings, some of them painful at times. It is important that you consider carefully whether these risks are worth the benefits to you of changing. Most people who take these risks find that therapy is helpful.

Telehealth Considerations

Telehealth provides a number of advantages distinct from in-person therapy, including, but not limited to, allowing access to services to a greater number of people, allowing more convenience and greater flexibility for clients to access services, and the ability to receive services without being physically present with the therapist. To ensure privacy and confidentiality, the therapist conducts services in a private office location, and uses a HIPAA-compliant telehealth platform. Clients should also ensure that their location is private, and the therapist is not responsible for breaches of privacy that may occur as a result of the client's choice of locations or changes in the client's environment during an existing session. In the case of equipment failure, clients may choose to use alternate technological platforms, and in doing so, accept responsibility for any breaches in privacy or confidentiality that may result. Finally, as with in-person therapy, clients can refuse telehealth services at any time, and have the right to register complaints using the contact information in the "Registering Complaints" section below.

Payment and Cancellation

Sessions are \$130 per session. A limited number of sliding scale fee slots starting at \$80 per session are available for those experiencing financial strain.

Your fee is payable at the time of service. Checks can be made to "Momentum Counseling & Psychotherapy". Cash is acceptable as well, or you can pay with your credit card or HSA card via Ivy Pay, a HIPAA-compliant electronic payment platform. If you need to cancel an appointment, please do so at least 48 hours in advance; otherwise, you are required to pay the full session fee (not just the copay). If you fail to pay for one or more sessions, you may be referred to a collection agency. If you don't show up, or show up more than five minutes after your appointment time (barring an emergency), then you are required to pay the full session (not just the copay).

Agreed upon fee: _____

Use of Diagnosis

Momentum Counseling & Psychotherapy current accepts various insurance plans and, as such, is required to provide a diagnosis for reimbursement. This diagnosis may become part of your permanent health record. If you are paying out-of-pocket (i.e. no insurance reimbursement), then no diagnosis is provided.

Crisis

Momentum Counseling & Psychotherapy is not a crisis clinic. If you are experiencing a life-threatening crisis or other emergency, call 911.

Legal Testimony

Counseling or therapy does NOT include the therapist becoming involved in litigation. Counseling or therapy needs to be a process in which one can be candid about their problems. In fact, requesting that your therapist change roles from supportive, nonjudgmental facilitator to becoming involved in a legal proceeding often conflicts with the goals of treatment, and therefore I do NOT provide courtroom testimony for therapy patients during treatment or after treatment has terminated. In situations where preparation for litigation is the stated reason for seeking my services, I will be able to assist you directly or by referral. If you know or anticipate that you may need mental health expertise due to planned or expected litigation, please advise me now.

If, for any reason, you involve me in any legal matters (this includes courtroom testimony, consultations with an attorney, letter or reports), the fee for any services rendered will be \$300/hour. This fee will also apply to travel and preparation time. Please understand I do not participate in “telephone standby” arrangements because it is not fair to my clients who have scheduled appointments. Therefore, if I am subpoenaed to court, I will bill our time in 4 hour or 8 hour increments regardless of the actual time spent. Prepayment for the anticipated time is required. Please note: you are responsible for this fee regardless of who (e.g., opposing counsel) insists that I become involved in your court-related matters.

Registering Complaints

I abide by the code of ethics established by the American Counseling Association. If you are unhappy with any part of the therapeutic process, I encourage you to discuss such matters with me during sessions. To register a formal complaint, you may contact the North Carolina Board of Licensed Clinical Mental Health Counselors at:

PO Box 77819
Greensboro, NC 27417
Phone: 844-622-3572
Fax: 336-217-9450
Email: complaints@ncblcmhc.org

By signing below, you acknowledge that 1) you have read the information above and have had any questions regarding its contents explained and 2) you agree to allow our services to be provided 3) you agree to being contacted via phone/text/email.

Signature of client: _____ Date: _____

Signature of client: _____ Date: _____

Signature of therapist: _____ Date: _____