The Clinic @ The Montgomery

Individual & Family Therapy, Parenting Coordination, & Dispute Resolution

Dr. Jonathan Eric Carroll, KLPC, NCCE, NCPC, Fellow (AAPC)

CLINICAL DIRECTOR

Clients Rights & Confidentiality Agreement

1. I understand that I have the right to decide not to enter therapy (although depending on my situation there may be legal or other consequences for not entering or completing therapy), not to participate in any particular type of therapy, and to terminate therapy at any time. If I wish to terminate therapy here and continue therapy elsewhere, I will be given a list of providers with whom I can continue. Initials:____

2. I understand that I have the right to a safe environment during therapy, free from physical, sexual, and emotional abuse. Initials:____

3. I understand that I have the right to complete and accurate information about my treatment plan, goals, methods, potential risks and benefits, and progress. Initials:____

4. I understand that I have the right to information about the professional capabilities and limitations of any clinician(s) involved in my therapy, including their certifications/licensure, education and training experience, specialization, and supervision. I have the right to be treated only by persons who are trained and qualified to provide the treatment I receive. Initials:____

5. I understand that I have the right to written information about fees, payment methods, co-payments, length and duration of sessions and treatment. Initials:____

6. I understand that my confidentiality will be protected, and information regarding my treatment will not be disclosed to any person or agency without my written permission except under circumstances where the law requires such information to be disclosed. I understand that I have the right to know the limits of confidentiality, the situations in which the therapist or agency is legally required to disclose information about my case to outside agencies, and the types of information, which must be disclosed. Initials:____

7. I understand that I have the right to know if my therapist will discuss my case with supervisors or peers. I understand that no portion of my therapy may be recorded in audio or video form without my informed written consent, and that if I consent to have any portion of my therapy recorded I have the right to know who will see or hear the recording(s), for what purpose(s) the recording(s) will be used, and when and how the recording(s) will be erased or destroyed. Initials:____

8. I understand that I have the right to request a summary of my treatment, including diagnosis, progress in treatment, diagnostic impressions, and termination status. Initials:____

9. I understand that I have the right to request the release of my clinical information to any agency or person I choose. Initials:____

10. I understand that I have the right to mental health services or developmental education in accordance with standards of professional practice; appropriate to my needs and designed to afford a reasonable opportunity to improve my condition. Initials:____

11. I understand that I have the right to practice my religion. Initials:____

12. I understand that I have the right to contact and consult with counsel and private practitioners of my choice and at my expense. Initials:____

13. I have the right to be informed of the various steps and activities involved in receiving services. Initials:____

14. I understand that I have the right to inspect and copy my case records. Initials:____

15. I understand that I have the right to exercise my constitutional, statutory and civil rights except for those rights that are denied or limited by adjunction, a finding of mental incompetency in a guardianship or other civil proceeding. Initials:____

16. I understand that I have a right to file a grievance with the Kentucky Department of Mental Health and Addictions and the appropriate Federal authority in the event that the governing body of the American Association of Pastoral Counselors and/or the Kentucky State Board of Certification for Pastoral Counselors are unable to resolve a complaint. Initials:____

17. I understand that I have the right not to be restrained or secluded. I also understand that if I exhibit out-of-control behavior that local law enforcement will be called. Initials:____

18. I understand that I have the right to be informed of the nature of the treatment or habilitation program proposed; the known effects of receiving and not receiving the treatment or habilitation; and alternative treatments or habilitation programs, if any. Initials:____

Client/Guardians Name:_____ Signature:_____ Date___/___/___

Therapist Name:_____ Signature_____ Date ___/___/___

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Confidentiality in Therapy

Before you tell your therapist about yourself, you have the right to know what information will be kept confidential. Please read this and initial each item only if you understand and agree to the conditions described. If there is anything you don't understand, your therapist will explain it in more detail.

General Extent and Limits of Confidentiality

The laws and ethics governing therapy require that therapists keep all information about clients confidential except for certain types of information and situations. Violation of any Federal law and regulations by a program is a crime. Suspected violations may be reported to appropriate authorities in accordance with federal regulations. Exceptions to confidentiality are as follows:

1. *Client's desire:* If you want your therapist or this agency to give information about your case to anyone outside this agency, you must sign a Release of Information giving written permission for the disclosure.

Acknowledgement: **I understand that if I want my therapist or this agency to give information about my case to any outside person or agency, I must sign a Release of Information.**

Initials:____

2. *Safety:*

a. *Risk of self-harm:* If your words or behavior convince your therapist that you are likely to harm yourself, either deliberately or because you are unable to keep yourself safe, your therapist must do whatever he or she can to prevent you from being harmed. This means the therapist must take action up to and including hospitalizing you with or without your consent. If this situation comes up, your therapist will discuss it with you before taking action unless it appears that this would be unsafe or immediate action is needed to keep you from being harmed.

b. *Risk of harm to others:* If you threaten serious harm to another person, your therapist must try to protect that person. He or she would report your threat to the police, warn the threatened person, and try to prevent you from carrying out your threat. If this situation comes up, your therapist will discuss it with you before taking action unless it appears that this would be unsafe or immediate action is needed to keep you from acting on your threat.

Acknowledgement: **I understand that if my therapist believes there is a serious risk that I will hurt or kill myself or another person, my therapist is legally required to report this, warn the endangered person if someone other than myself, and take whatever action seems needed in his or her professional judgment to prevent harm to myself or others.**

Initials:____

c. *Emergencies:* In an emergency when your health or your life are endangered, your therapist must provide medical personnel or other professionals any information about you that is needed to protect your life, but only information that is needed for that purpose. If possible, your therapist would discuss it with you and get your permission first. If not, he or she would talk with you about it afterward.

Acknowledgement: **I understand that in an emergency when my health or life is in danger, my therapist must give other professionals any information about me that is needed to protect my life.**

Initials:____

3. *Abuse:* If your therapist obtains information leading him or her to believe or suspect that someone is abusing a child, a senior citizen, or a disabled person, the therapist must report this to a state agency. To "abuse" means to neglect, hurt, or sexually molest another person. The therapist cannot investigate and decide whether abuse is taking place: If the suspicion I there, the therapist must report it. The state agency will investigate. If you are involved in a situation of this kind, you should discuss it with a lawyer before telling your therapist anything about it unless you are willing to have the therapist make such a report. If this situation comes up, your therapist will discuss it with you if possible before making a report.

Acknowledgement: **I understand that if my therapist believes or suspects that a child, a senior citizen, or a disabled person is being abused or neglected, my therapist must report this to a state agency who will then investigate the situation.**

Initials:____

4. *Group Therapy:* In group therapy, the other members of the group are not therapists. They are not bound by the ethical rules and laws governing therapists. To avoid problems in this area, it is this agency's policy to ask all members of therapy groups to agree to protect one anther's confidentiality, and to remove from the group any member who does violate another member's confidentiality. Still, this agency cannot be responsible for such disclosures by other clients, and it may be better for you to discuss information you feel must be legally protected in an individual session with your therapist than in a therapy group session.

Acknowledgement: **I understand that in group therapy, I do not have the same degree of confidentiality in group sessions that I have in in individual sessions with my therapist, and that other group members are not therapists and are not bound by the ethical rules and laws governing therapists.**

Initials:____

5. *Professional Consultation:* Your therapist may consult with a clinical supervisor or another colleague about your treatment. The other therapist must give the same confidentiality as your therapist. If this fellow therapist is employed at this agency, no written authorization from you is required. If your therapist discusses your case with a professional outside this agency, such as a therapist who treated you in the past, he or she must get your written permission (a Release of Information from) first. If another professional asks your therapist for information about you during or after your treatment, your therapist cannot provide any information unless that other professional provides a Release of Information which you have signed authorizing your therapist to provide that information.

Acknowledgement: **I understand that my therapist may discuss my history and treatment with other therapists for professional purposes, and that if these other therapists are not employed at this same agency my therapist must get my specific written permission in advance.**

Initials:____

6. *Legal Proceedings:* If a judge orders your therapist to provide information about your history or your treatment, the therapist must do so.

Acknowledgement: **I understand that if ordered by a judge, my therapist must give the court whatever information about my case the judge rules to be necessary.**

Initials:____

7. *Debt Collections:* If you fail to pay for services as agreed, and other methods of resolving the problem fail, this agency may have to use a collection agency or other legal means to collect the fees you owe. The only information the agency would disclose to for this purpose would be your name and address, the dates you received services, and the amount of your unpaid balance.

Acknowledgement: **I understand that if I fail to meet my financial obligation to this agency and it becomes necessary to use legal means to collect fees, the agency may disclose my name, address, dates of services, and balance due for this purpose.**

Initials:____

8. *Recording Therapy:* This agency will not record therapy sessions on audiotape or videotape without your written permission. If you give permission for such recording, you have the right to know who will see or hear the recording, for what purpose(s) it will be used, and when it will be erased or destroyed.

Acknowledgement: **I understand that my therapy will not be recorded on audiotape or videotape without my written permission.**

Initials:____

9. *Referring Agencies and conditions of treatment:* If you have been involuntarily referred for treatment by a court or a governing agency such as a probation department or Child Protective Services, your treatment may include requirements that you comply with conditions including reporting of information about your therapy to the agency that referred for treatment, or reporting to that agency if you appear to have violated laws regarding substance abuse or agency rules regarding satisfactory participation in this program. If such reporting requirements exist, your therapist will tell you about them before you start therapy., and will notify you when making such required reports.

Acknowledgement: **I understand that if I have been involuntarily referred for treatment by a court or governing agency, the conditions of my therapy may include mandatory reporting to the referring authority about my therapy and/or any violation I commit of laws regarding substance abuse or of agency rules regarding my conduct while in this program.**

Initials:____

10. *Independent disclosure by client:* Any information that you yourself share outside of therapy, willingly and publicly, will not be considered protected or confidential by a court.

Acknowledgement: **I understand that if I myself willingly and publicly disclose information about my therapy, that information is no longer confidential or legally protected.**

Initials:____

My signature here shows that I have read, understand, and agree to the conditions presented above.

Client Name(s):_____ Date:____/____/____
Signature:_____

Parent/Guardian Name:_____ Date:____/____/____
Signature:_____

Therapist Name:_____ Date:____/____/____
Signature:_____