



## TERMS OF SERVICE

Welcome to Agape Wellness Collective! This document is intended to provide information so you can make an informed decision about your mental health care, consent to using our services, and understand the terms by which these services are provisioned; please read it carefully. By acknowledging this document, you are affirming that you have read and understand the contents, and agree to the terms herein.

**This agreement is entered into** between you (“the Client”) and Agape Wellness Collective (“the Organization”) to outline the terms and understanding of services rendered. The Organization contracts with independent therapists (“Providers”) to deliver services and does not directly employ or supervise these Providers. The Client acknowledges that the Organization is not responsible for the actions, omissions, or professional conduct of any Provider.

By acknowledging this agreement, the Client agrees to release, indemnify, and hold harmless Agape Wellness Collective, its officers, directors, employees, and agents from any claims, damages, or liabilities arising from or related to the services provided by the contracted Providers. This includes, but is not limited to, claims of negligence, malpractice, or breach of duty by the Providers.

The Client further acknowledges that any disputes or concerns regarding services must be addressed directly with the individual Provider.

**Services:** The Organization provides services that include, but are not limited to: Referencing and/or maintaining a database of licensed psychotherapists (i.e. contracted Providers); Gathering information from the Client in order to recommend a contracted Provider to the Client; Providing the Client’s contact information and, when applicable, insurance information, to the recommended contracted Provider (or vice-versa) in order for clinical services to begin; On an as-needed basis and subject to prior and mutual arrangement: Subsidizing the cost of sessions for the Client to cover a portion of the fees associated with psychotherapy provisioned by these Providers; Providing other non-psychotherapeutic activities.

**THE ORGANIZATION DOES NOT PROVIDE  
CRISIS-RELATED SERVICES OF ANY KIND.**

**Privacy Statement:** The Organization acts as a therapist database and referral provider for the Client(s) and, at times, as a third-party payer to subsidize the cost of sessions to the Client. The Organization takes your privacy very seriously, and safeguards your information to the fullest extent of the law. In order to provide and fund

services, the Organization shares the personal information that you provide in order to connect you with contracted Providers, and to subsidize any costs necessary. By choosing to continue, you are consenting to having your information in this way.

**Confidentiality:** The Organization maintains confidentiality in accordance with the ethical guidelines and legal requirements of their profession. In the interest of providing effective and efficient treatment, the Organization may share records and communicate about your treatment to provide optimal care with authorized providers under certain circumstances as provisioned by law. Administrators, medical records and support staff have access to records on a strict need to know basis in order to perform job responsibilities.

No records or information will be released without your consent, except under circumstances mandated by law, including but not limited to:

- Reasonable suspicion that a client presents serious and/or imminent danger of death or harm to themselves or another person (e.g., suicide, homicide, grave bodily harm)
- Reasonable suspicion, observation or knowledge of abuse or neglect of a child
- Sexual exploitation of a minor (note: in some states, this includes intentional access to unlawful sexual images)
- Reasonable suspicion or observation of abuse or neglect of an elderly person, or dependent adult.
- Valid subpoena issued for records, or records otherwise subject to a court order or other legal process requiring disclosure.
- Mental health issues raised by you or your attorney in a criminal or civil action, or when there is a suspicion of terrorism or special circumstances required by law.

**Pay-What-You-Can Policy (*May Not Apply to All Clients*):** In order for the Organization to provide quality mental health care to as many clients as possible, the Organization operates on a pay-what-you-can model. The Fee due by the client is set for up to 6 months; if life circumstances make this Fee untenable, the Client or their Provider can contact the Organization to request an urgent re-evaluation. After 6 months, the Organization and the Client will review the financial assessment and adjust the Fee if necessary. (Please note that the Fee can be adjusted either higher or lower.)

To be eligible for continued Subsidy by the Organization, the Client must: 1) Regularly attend their scheduled appointments (see next paragraph), 2) Pay their Fee (their portion of the pay-what-you-can rate) in a timely manner. All Fees are due and payable directly to the contracted Provider at the time of services (i.e., at the time of the session).

*N.B.: If the Client(s) do(es) not attend regularly scheduled sessions, or pay their fees to the Provider in a timely manner, the Organization reserves the right to provide written notice of a decision to discontinue Subsidizing the cost of their psychotherapy sessions, and the Client will be responsible for their Provider's regular rate of services, independent of the Organization.*

**No Show and Late Cancellation Policy:** The Organization understands that mental health situations, illness, and emergencies occur, and that we have all missed appointments in our lives. We do not charge for missed appointments or late cancellations. However, we do have a limit for the number of times a Client can miss their appointment before the Organization no longer subsidizes the cost of their sessions.

If a Client does not cancel their appointment with at least 24 hours' notice, or no-shows (that is, does not show up for a scheduled appointment without notifying their Provider) more than 3 times in 6 months, the Organization reserves the right to discontinue subsidizing the cost of their sessions. Should the Organization discontinue subsidizing services, this decision shall be delivered in writing to both the Client and their Provider with 2 weeks' notice. This policy is not intended to be punitive, but intended to reflect the mission of the Organization to benefit as many people as possible.

Please also note that this policy is not intended to replace or override an individual contracted Provider's clinical judgment; the decision of the Organization to continue or discontinue subsidizing the cost of services is entirely independent from a contracted Provider's judgment about how and when to continue or terminate the course of treatment.

**Communication:** The Organization may contact you by phone, text, email, voicemail, or letter as needed at the provided telephone number and/or address to follow up on care, provide reminders, relay relevant information, or keep you up-to-date. Please remember that these methods may not be considered confidential, and should not be used to convey urgent information.

### ***Emergency or Crisis Procedures:***

If you are in danger of death or serious emergency (e.g., imminent risk of suicide attempt, severe self-harm, serious thoughts of homicide, extreme hallucinations or loss of reality, etc.), call 911, or go to the nearest emergency room.

If you are in a serious mental health crisis (e.g. serious thoughts of suicide, serious self-harm, danger to others, severe manic episode, hallucinations/delusions, severe substance use, severe trauma reactions, etc.), call 988.

If you are in a mental health crisis and need assistance (e.g. severe panic attack, hallucinations/delusions, trauma reactions, thoughts of suicide, self-harm, sexual assault, domestic violence situation), use one of the following options:

- National Suicide Hotline: 988
  - *Veterans: Thank you for your service. After you dial 988, press 1.*
  - Text: 838-255
- Crisis Text Line:
  - Text "HOME" to 741-741
  - People of color can text "STEVE" to 741-741
- NAMI
  - Call: 1-800-950-6264
  - Text: "HelpLine" to 62640
- Sexual Assault Hotline: 1-800-656-HOPE (4673)
- Domestic Violence Hotline: 1-800-799-SAFE (7233)
- National Eating Disorders Helpline
  - Call: 1-800-931-2237
  - Text "NEDA" to 741-741