Professional Disclosure and Informed Consent

Final document • Effective November 4, 2026

Professional and Contact Information

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Client name: _____ Date of birth: _____

1. Services and Approach

AGUAS provides counseling in English and Spanish, assessments, substance-use treatment, and educational services. Participation in an educational class does not automatically constitute counseling or a clinical evaluation. The individual plan explains goals, methods, duration, and recommendations. No religious component is imposed.

2. Benefits, Risks, and Choices

Counseling may improve coping and communication but can cause temporary discomfort. Results are not guaranteed. Clients may ask questions, decline interventions, or end services; when court orders apply, these choices may affect legal obligations.

3. Professional Boundaries and Continuity

Professional boundaries are maintained. When coordination with other providers is needed, appropriate authorization will be requested. Upon ending services, referrals and continuity of care will be considered based on clinical needs and applicable obligations.

4. Confidentiality

Information is protected under applicable law. Disclosure may occur when authorized or required by law, including certain abuse reports, threats meeting legal criteria, emergencies, and valid legal requests. Records subject to 42 CFR Part 2 have additional protections. A participation order alone is not blanket authorization to disclose information. In groups, confidentiality by other participants cannot be guaranteed.

5. Program Requirements, Testing, and Safety

The program agreement specifies attendance, testing, reporting, and completion requirements. Testing is explained and authorized when applicable. An administrative review does not automatically require a paid clinical reassessment. When needs exceed AGUAS services, a higher level of care may be recommended. The referring agency will be notified only with authorization or a lawful basis. For threats, violence, or refusal to follow reasonable safety measures when danger exists, AGUAS may request police assistance; for immediate danger, AGUAS may call 911.

6. Fees and Payment

Individual counseling (50–60 minutes): $125; couples/family counseling (50–60 minutes): $150; initial assessment: $150. Group, testing, and other service fees are detailed in the written agreement. AGUAS is a self-pay practice and does not accept insurance. Credit cards and cash are accepted; checks are not. Adjustments may be considered for documented financial hardship or court requirements. A Good Faith Estimate will be provided when applicable.

7. Cancellations and Make-Up Sessions

Individual appointments, assessments, and individual reassessments: 24 hours' notice is requested to cancel or reschedule. Late cancellations or missed appointments may incur the full reserved appointment fee. Prepayments are applied to that fee; the same appointment is not charged twice. Reasonable emergencies may be considered. Group classes follow the flexible policy in the program agreement, without a 72-hour requirement or separate penalty. Excused absences retain prepaid credit for an approved make-up; unexcused absences may use the reserved-class credit and require payment for a make-up, if disclosed and accepted before enrollment.

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8. Communication and Emergencies

Email, messages, and forms are not safe channels for emergencies and are not continuously monitored. AGUAS does not provide 24-hour emergency services. For immediate danger, call 911 or go to an emergency department. Telehealth requires additional arrangements when appropriate.

9. Records

Records are retained and access is provided under applicable law. Adult records are generally retained at least five years after counseling ends; minor records at least five years after age 18 or ten years after termination, whichever is later, subject to longer obligations. A court referral does not automatically authorize release of the record.

10. Recording and Artificial Intelligence (AI) Documentation

Separate consent is required for recording, transcription, or AI tools. Signing this document does not authorize recording or disclosure to AI providers. The professional retains clinical responsibility.

11. Questions and Complaints

Questions: (540) 372-7211. Virginia Department of Health Professions: www.dhp.virginia.gov; complaints: 1-800-533-1560; Enforcement Division: 804-367-4691. You may file a complaint without first contacting AGUAS.

12. Acknowledgment

I have read this document, had an opportunity to ask questions, and understand the fees, confidentiality, and applicable policies. I consent to receive the agreed services.

Name: _____ Signature: _____ Date: _____

Counselor signature: _____ Date: _____