

## Agapé Counseling Center, LLC

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### **Informed Consent**

AGAPE is a professional counseling practice guided by Christian values. As part of its overall mission, AGAPE offers professional counseling service to any individual despite their religious or spiritual orientation.

This document serves as the basis for a formal agreement between you as a client/patient and AGAPE. It is important for you to understand this agreement so please read this document in its entirety and ask your counselor/therapist about anything that is unclear to you. You will be asked to sign this form indicating that you have read, understand, and accept the terms of this agreement. Once you sign this agreement, you become an AGAPE client. Your signature also documents that AGAPE has informed you of our privacy practices and your rights under the Health Insurance Portability and Accountability Act (HIPAA).

For more information on HIPAA, please see the Client Rights section below or ask for a copy of the Notice of Privacy Practices (the Notice) for use and disclosure of protected health information (PHI) for treatment, payment and health care operations. The Notice explains HIPAA and its application to your PHI in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully.

You can discuss any questions you have with your AGAPE therapist either before or after you sign the Acknowledgement form. You may also revoke this Agreement in writing at any time. Revocation of the Agreement will terminate the relationship between you and AGAPE but will not affect any action AGAPE has already taken based on the previous Agreement. Terminating the Agreement also does not prevent AGAPE from providing information necessary to collect insurance payments for services provided prior to our receiving your revocation or otherwise pursuing collection of fees you owe AGAPE for services previously delivered.

### **Counseling and Psychological Services**

1. Counseling and psychological services are provided by AGAPE professional staff. All staff therapists hold a master's or doctoral degree with competencies in counseling or mental health disciplines and most are licensed or license-eligible in South Dakota as mental health professionals. All therapists adhere to statutes of the State of South Dakota Counseling Board and the Ethical Principles of the American Psychological Association and/or other relevant professional codes of ethics.

2. Psychotherapy is not like a medical doctor visit. Instead, it requires very active participation on the part of the client. Your success will be directly dependent upon your participation and completion of homework assignments, following through with goals and objectives discussed with your therapist, and maintaining regular/consistent sessions with your therapist.

3. Psychotherapy can have benefits and risks. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, since therapy often involves discussing unpleasant aspects of one's life, clients may experience uncomfortable feelings like sadness, guilt, anger and frustration. If you receive a diagnosis of a mental health disorder, it can carry with it a social stigma; it may affect your ability to acquire life or health insurance in the future; or it may interfere with certain job opportunities.

4. As with any type of treatment or intervention, there can be no guarantees of outcomes or what you will experience.

### **Office Hours and Appointments**

The AGAPE office is typically open between 8 a.m. and 6 p.m. Monday through Friday with extended hours after 6 p.m. on some weeknights and some Saturdays. The hours during which individual therapists are available vary so be sure to discuss with your own therapist the hours he or she is available to see you.

Appointments are normally a 53-60 minute "hours." Once an appointment is scheduled, you will be expected to pay for it **unless you call the office at least 24 hours in advance of your appointment time to give notice of cancellation.** It is important to note that insurance companies do not provide reimbursement for cancelled sessions or no-shows. Therefore, you would be responsible for a flat fee of **\$50** out of pocket for missed sessions. Please be courteous of our time and we will do the same for you by notifying you of any changes in your scheduled appointments.

If you are going to be late for an appointment please notify the AGAPE office as soon as possible of your estimated delay. Please be aware that insurance cannot be filed for any visit for which you are more than 15 minutes late due to AGAPE's contractual obligation that sessions will be at least 45 minutes in length. You should reschedule unless you are willing to pay for the session out of your pocket. Also, please be aware that clients who are chronically late or who miss multiple appointments may have services terminated.

### **Professional Fees**

Usual & customary fees. AGAPE charges \$235 for initial intake interviews, \$200 for 53-60 minute sessions or \$155 for 38-52 minute sessions thereafter. In some cases you may be charged a pro-rated fee for sessions or other professional services of less than 45 minutes such as reporting of test results, telephone conversations, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of your AGAPE therapist.

Sliding scale fees. For clients who qualify, a reduced fee can be assigned based on the client's annual gross household income and the number of persons in the home (i.e., a "sliding scale"). In these cases, documentation of the client's household will be required. In unusual circumstances AGAPE's Clinical Director (or his/her designee) may be able to authorize alternative arrangements.

Record fees. Records can be released to requested individuals or facilities with a signed "release of information". The fee for records is a flat \$35 initially for the first 10 pages of information released with a \$.50 charge per page thereafter. The patient will be responsible for this charge and it will be billed prior to records being released unless otherwise ordered by court.

Legal matters. Be aware that AGAPE therapists are not specialists in Forensic Psychology or other areas related to legal matters. AGAPE recommends that specialists in these areas be sought for this type of work. Because of the difficulties typically associated with legal involvement, should your AGAPE therapist be involved in any legal proceedings the charge will be \$250 per hour (door to door) for preparation and attendance at any legal proceeding on your behalf. This charge cannot be submitted to your insurance company and will be the patient's full responsibility.

### **Billing and Payment**

You will be expected to pay for services at the time services are provided, unless you have a different agreement with the office or a different arrangement is required for third-party payment. AGAPE's currently accepts credit card, cash, or check for payment. AGAPE reserves the right to turn delinquent accounts over to a collection agency in order to collect unpaid balances. In most collection situations, the only information that would be released regarding a client's treatment is his/her name, the nature of services provided, and the amount due. If such action is necessary, its costs will be included in the claim. There will be a \$25.00 fee for returned checks.

### **Insurance Reimbursement**

Some, not all, AGAPE counselors are network members with a variety of different insurance plans. In these cases, AGAPE will file your insurance claims, and in some cases will even obtain "authorizations" or "certifications" from your insurance or managed care company for treatment.

However, AGAPE cannot guarantee payment by your particular plan. Even when an insurance carrier "authorizes" services, actual payment for those services is contingent upon a number of specifics, some of which may not be known until after services have been delivered. For example, a client may not have received a diagnosis that is covered by the client's insurance policy. It is the **client's responsibility** to be knowledgeable about his/her health insurance policy's mental health benefits and all limitations.

The client is responsible for payment of any amounts not paid by insurance and your signature on the Acknowledgement form indicates your acceptance of this responsibility. You should carefully read the section in your insurance coverage booklet that describes mental health services. Mental health coverage and limitations usually differ from normal medical coverage. If you have questions about your insurance coverage, please call your plan administrator. By signing the Acknowledgement form, you agree that AGAPE office staff can provide necessary information to your insurance carrier.

### **Contacting Your Therapist**

**Emergencies.** If the emergency situation is life- threatening or if you feel that you cannot wait for a therapist to call you back, call 911 (or your local number for emergency services) or go to the

nearest emergency room. Additionally, the Suicide Help Line (211) may also be of assistance in mental health emergencies. The mental health hospital designation in our area is Avera Behavioral Health and they can be reached at 605-322-4079.

E-mail. AGAPE counselors have office e-mail accounts which you may wish to use to send routine information to him or her. However, you should be aware that the privacy of e-mail communications cannot be guaranteed. Even deleting e-mails does not guarantee that they will not be seen by a third party. Therefore, please use great care if you decide to contact your therapist using e-mail. Please discuss the advisability of e-mail communication with your counselor before sending any e-mails to AGAPE.

**Text Message**-Some therapist are willing to provide text message communication regarding scheduling issues only. Please be aware that a therapist will not under any circumstances provide counseling via email or text messaging. Should you wish to contact your therapist electronically we have a separate informed consent sheet that you must sign acknowledging the limitations to confidentiality.

**Voice Mail**- We have a fairly small staff and do not have a full time secretary. As such, voicemail messages can be left for a therapist and calls will be returned at the therapist's earliest convenience. Voicemail is checked by all staff members at Agapé Counseling Center and therefore confidential information is better left to be discussed during session or directly with your therapist.

## **Client Rights**

Effective April 14, 2003, the Health Insurance Portability and Accountability Act (HIPAA) is a federal law that provides new privacy protections and patient/client rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA gives you the right to:

1. request that your therapist amend your record
2. request restrictions on what information from your Clinical Record is disclosed to others
3. request an accounting of most disclosures of PHI that you have neither consented to nor authorized
4. determine the location to which protected information disclosures have been sent
5. have any complaints you make about the therapist's policies and procedures recorded in your records
6. a paper copy of this Agreement, the HIPAA Notice form, and AGAPE's privacy policies and procedures (available upon request)
7. Discuss any questions you may have about these rights with your AGAPE therapist.

## **Understanding Confidentiality and its Limits**

The law protects the privacy of communications between a client and psychotherapist. Except as otherwise indicated in this document, your therapist can only release information about your treatment to others if you sign a written release of information form that meets certain HIPAA requirements.

Three types of exceptions are listed below.

1. Situations in which your AGAPE therapist is obligated to take actions which he/she believes are necessary to attempt to protect the client or others from harm. These include the following:

**Child abuse.** If your AGAPE therapist has reason to believe that someone under 18 years of age has been injured as a result of brutality, abuse or neglect or has been sexually abused, the law requires that report be made to Child Protective Services or another appropriate governmental agency. Once such a report is filed, the AGAPE therapist may be required to provide additional information.

**Abuse of an adult.** If your AGAPE therapist has reason to suspect that an adult who is vulnerable physically, mentally, or emotionally has suffered abuse, neglect or exploitation, the law requires that the therapist report to the Department of Human Services. Once such a report has been filed a therapist may be required to provide additional information.

**Client's threat to harm another.** If a client has communicated an actual threat of bodily harm against a clearly identified victim, and the AGAPE therapist believes that the client has the ability and likelihood of carrying out the threat, then the therapist is required to take reasonable steps to protect the victim, including notifying the potential victim, contacting the police, and/or seeking involuntary hospitalization for the client.

**Client's threat to harm self.** If a client is deemed to be an immediate threat of harm to self, the AGAPE therapist may be obligated to seek hospitalization for him/her, or to contact family members or others (including law enforcement) who can help provide protection.

2. Situations in which your AGAPE therapist is permitted or required by law to disclose information without either your consent or authorization. These include the following:

**Court proceedings.** If you are involved in a court proceeding and a request is made for information concerning the professional services provided to you by AGAPE, such information is usually protected by the psychotherapist-client privilege law. In most cases, AGAPE cannot provide any information without either (1) your written Authorization or (2) **a valid court order**. If you are involved in or are contemplating litigation, you should consult with an attorney to determine if a court would be likely to order AGAPE to disclose information.

**Health oversight activities.** If a government agency is requesting the information for health oversight activities (e.g., issues such as communicable diseases), AGAPE may be required to provide it to them in certain circumstances.

**Lawsuits.** If a client files a complaint or lawsuit against AGAPE or his/her AGAPE therapist, AGAPE may disclose relevant information regarding that client in order to defend the therapist or the organization. Please note that any lawsuit action filed against AGAPE will terminate any future services between AGAPE therapists and perusing claimant.

3. Situations that require only that you provide written, advance consent as indicated by your signature on the Acknowledgement form. These include the following:

**Consulting with professionals.** Your AGAPE therapist may consult with your current or past health/mental health professionals or other clinical staff at AGAPE. All health-related professionals are bound to keep your information confidential within the limits of the law. Consultations will typically be noted in your Clinical Record.

**Handling of PHI by AGAPE staff.** All AGAPE staff members are bound by the same rules of confidentiality as your therapist. They have received training about protecting your privacy and have agreed not to release any information outside of AGAPE without the permission of a professional staff member.

**Contact with PHI by AGAPE's Business Associates.** As required by HIPAA, AGAPE maintains formal contracts with its Business Associates (e.g., answering service, cleaning service, etc.) in which the individual or business/organization promises to maintain the confidentiality of PHI of AGAPE clients except as specifically allowed in the contract or otherwise required by law. If you wish, you can be provided with the names of these individuals, businesses, and organizations and/or a blank copy of the Business Associate contract.

**Other.** Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

If any of the above situations in #1, #2, or #3 above should arise, the AGAPE therapist will, if possible, make every effort to fully discuss it with you before taking any action and will limit the disclosure to only what is necessary. While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you discuss any questions or concerns that you may have now or in the future with your AGAPE therapist. The laws governing confidentiality can be quite complex. In situations where specific advice is required, formal legal advice may be needed.

### **Professional Records**

You should be aware that, under HIPAA regulations, your AGAPE therapist may store Protected Health Information (PHI) about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts your life, your diagnosis, the goals that are set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that were received from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier.

Generally you may review and/or receive a copy of your Clinical Record if you request it in writing. However, because these are professional records, they can be easily misinterpreted and/or be potentially upsetting to untrained readers. For this reason, AGAPE recommends that you initially review them in the presence of your therapist, or have them forwarded to another qualified mental health professional with whom you can discuss the contents.

In addition to your Clinical Record, your therapist may also keep a set of Psychotherapy Notes for his/her own use designed to assist him/her in providing you with the best treatment. These may include more detailed content of your conversations with the therapist, his/her analysis of those conversations, and how they impact your therapy. They also contain particularly sensitive information that you may reveal to the therapist that is not required to be included in your Clinical Record. Also included may be information from others provided to the therapist confidentially. Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies, without your signed Authorization. Insurance companies cannot require you to authorize release of your Psychotherapy Notes as a condition of coverage nor penalize you in any way for your refusal to provide it.

## **Minors and Parents/Guardians**

Clients who are minors often need the same privacy and confidentiality in counseling as do adults. AGAPE therapists make every effort to maintain necessary privacy in their therapeutic relationships with minor-age clients while keeping parents or guardians appropriately informed about the child's progress. If the parents of a minor-age client are estranged/divorced it is AGAPE policy that a copy of the court-decreed parenting agreement be on file. Parents should be aware that even non-custodial parents usually have the right to access their child's Clinical Record. It is, however, AGAPE's policy to seek an agreement with the parent and teen on general information (e.g., reports of progress & attendance) that may be shared with the parents in a way that will allow parental involvement while still safeguarding the adolescent's privacy. Except where the law allows otherwise (e.g., danger to self or others), any other communication from the therapist to a parent will require the minor client's written authorization.

The signatures here show that we have read, discussed, understand, and agree to abide by the information presented above. In cases where I can no longer agree to the above terms, I agree to consult with my therapist and potentially terminate future counseling sessions.

Name (Print)

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Signature (Parent Signature if child is a minor)

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Date

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Therapist Signature/Credentials

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Date

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