

## Agapé Counseling Center, LLC

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### **Informed Consent**

Agapé Counseling Center is a professional counseling practice guided by Christian values. As part of its overall mission, Agapé 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 Agapé. 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 Agapé client. Your signature also documents that Agapé 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. If Agapé counseling staff feels it is necessary to release your PHI they will discuss this with you and you will be asked to sign and consent to the exchange of your information.

You can discuss any questions you have with your Agapé therapist either before or after you sign the Informed Consent (Acknowledgement form). You may also revoke this Agreement in writing at any time. Revocation of the Agreement will terminate the relationship between you and Agapé but will not affect any action Agapé has already taken based on the previous Agreement. Terminating the Agreement also does not prevent Agapé 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 Agapé for services previously delivered.

### **Counseling and Psychological Services**

1. Counseling and psychological services are provided by Agapé 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.

### **Minors and Parents/Guardians**

Clients who are minors often need the same privacy and confidentiality in counseling as do adults. Agapé 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 Agapé policy that a copy of the court-decreed parenting agreement be on file (**It is the consenting parent's responsibility to ensure that the therapist has a copy of this court order**). Parents should be aware that even non-custodial parents usually have the right to access their child's Clinical Record. It is, however, Agapé's policy to seek an agreement with the parent and minor 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).

In case of a minor, special sensitivity may be required in releasing information to the parent/guardian due to the therapeutic relationship with client and counselor. I will accept the Psychotherapist/Counselors Professional judgment in regard to releasing or sharing information obtained during the course of psychotherapy/counseling with the minor.

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**Guardian Signature and Date**

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**Minor Signature and Date**

### **Informed Consent for Seminars, Workshops or Group Therapy**

As a group member, I have rights and benefits as well as duties, and I understand that some of them are described in this agreement. I understand that I will be charged a group rate for my participation in this program. I understand that insurance companies do not reimburse for services in which I am not present and I agree to pay the full fee on my own if I do not show up for group or if I cancel without 24 hours' notice, except in the case of emergency or illness. Payment or Co-Payment is due in full at each group session or may be paid in advance for the said amount of group sessions. I agree to work in this group. This means openly talking about my thoughts and feelings, honestly reporting my behaviors, keeping my promises, and exchanging helpful feedback with other members of the group when appropriate. For closed groups, I will attend all meetings of the group from start to finish, even if I do not always feel like it. If I cannot attend, I will tell the group a

week in advance (at the beginning of that meeting), or, if it is an emergency, call one of the leaders as soon as I know I cannot attend. If I decide not to go on or am unable to go on with the group, I will discuss my reasons with the group and its leaders, and I will give 2 weeks' notice to the group. I understand that while every effort to protect client confidentiality will be taken and followed by my therapist, Agapé Counseling Center can in no way enforce absolute confidentiality among group members. This is a risk I am willing to take by engaging in group therapy meetings.

With full understanding of the need for confidentiality (i.e., privacy) for all group members, I accept these rules and the other guidelines listed in this informed consent document:

1. I promise to tell no one the names of the group members or in any other way allow someone not in the group to learn their names.
2. We will permit no children, spouses, journalists, or other visitors in our sessions.
3. We will not permit any kind of recordings of our sessions, even by our members or leaders.
4. I promise not to tell anyone outside the group about any of the problems, history, issues, or other facts presented by any group member, even if I conceal the name of the member.
5. I understand and agree that if I break rules 1–4 often without meaning to, or if I ever break one of these rules on purpose, I may be asked to leave the group.

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### **Signature and Date**

### **Office Hours and Appointments**

The Agapé 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.

If you are going to be late for an appointment, please notify the Agapé 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 Agapé'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, Billing, and Payment**

Usual & customary fees. Agapé charges \$200 for initial intake interviews, \$165 for 53-60 minute sessions or \$120 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 Agapé 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 Agapé's Clinical Director 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 Agapé therapists are not specialists in Forensic Psychology or other areas related to legal matters. Agapé recommends that specialists in these areas be sought for this type of work. Because of the difficulties typically associated with legal involvement, should your Agapé therapist be involved in any legal proceedings the charge will be \$200 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.

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. Agapé’s currently accepts credit card, cash, or check for payment. Agapé 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 \$20.00 fee for returned checks.

### **Insurance Reimbursement**

Some, not all, Agapé counselors are network members with a variety of different insurance plans. In these cases, Agapé 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, Agapé 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 Agapé office staff can provide necessary information to your insurance carrier.

### **Other Office Policies**

Our counselors are not allowed to accept gifts from clients. While we appreciate your thoughtfulness, we are prohibited by the principles of our profession not to accept gifts from our clients. Similarly, our professional practice standards prohibit our counselors from accepting requests to connect or to be “friends” on internet sites such as Facebook, LinkedIn, and twitter accounts.

**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-** Agapé 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 Agapé.

**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.

**Tele-counseling/Online Therapy-** Some Agapé counselors provide online and tele-counseling services. These services are often not covered by insurance companies and carry an addition risk for breaches in confidentiality. By signing below, you agree to the possible confidentiality limitations that can arise by using electronic forms of counseling. Additionally, it is to the provider's discretion in determining which individual's will be an appropriate clinical fit for these services. Lastly, it is the clients burden to determine if such services are covered under your individual insurance plan.

**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.

**Audio and Video Recording of Counseling Sessions-**

The internet, email, voicemail and telephone are not totally secure mediums for transmitting counselor-client privileged information. While we do offer these types of communication options as a service to our clients, the patient understands that security breaches outside of our control may occur. By signing below, you acknowledge and accept the limitations placed upon any and all electronic, internet, and phone communication. When in doubt please leave confidential conversations to face to face encounters with your therapist.

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**Authorized Signature and Date**

**\*Client Rights/HIPPA**

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 Agapé 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 Agapé 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 Agapé therapist may be required to provide additional information.

**Abuse of an adult.** If your Agapé 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 Agapé 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 Agapé 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 Agapé, such information is usually protected by the psychotherapist-client privilege law. In most cases, Agapé 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 Agapé 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), Agapé may be required to provide it to them in certain circumstances.

**Lawsuits.** If a client files a complaint or lawsuit against Agapé or his/her Agapé therapist, Agapé may disclose relevant information regarding that client in order to defend the therapist or the organization. Please note that any lawsuit action filed against Agapé will terminate any future services between Agapé 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 Agapé therapist may consult with your current or past health/mental health professionals or other clinical staff at Agapé. 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 Agapé staff.** All Agapé 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 Agapé without the permission of a professional staff member.

**Contact with PHI by AGAPE's Business Associates.** As required by HIPAA, Agapé 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 Agapé 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 Agapé 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 Agapé 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 Agapé 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, Agapé 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.

In the unfortunate event that your therapist experiences death or disability an appropriate professional designee has been identified to contact you and will serve as custodian of your professional record. That individual will assume possession of and responsibility for your treatment record for the required length of time required to maintain professional records at which time your record will be destroyed. Records are to be kept by your therapist for 7 years following the last date of service.

**The signatures here show that we have read, discussed, understand, and agree to abide by the information presented in this informed consent document and all the terms listed above in its entirety. 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.**

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**Client Name (Print)**

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**Client Signature/Date**

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**Parent Name (Print)**

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**Parent Signature/Date**

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**Therapist Signature**

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**Credentials/Date**