



Life Patterns Ministry

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Counseling Services Agreement

Ensuring Fully Informed Consent for Counseling and Introducing
How We Do Therapy

Welcome to Life Patterns Ministry. We appreciate the opportunity to serve you.

This document answers questions which clients often ask about counseling. We believe our work will be most helpful to you when you have a clear idea of what we are trying to do. This document also contains important information about our professional services and business policies. Please read it carefully and jot down any questions you might have so we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us.

A primary commitment of Life Patterns Ministry is to provide you with Biblically Christian and Clinically Proven counseling services.

Life Patterns Ministry, hereafter LPM, is committed to your right of information regarding:

- Standards of Competent Service
- Services the counselor will provide
- Goals of the therapeutic relationship
- Risks and benefits of therapeutic procedures
- Policies and Procedures
- Behavior expected of the client
- Physical evaluation
- Financial considerations
- Payment arrangements
- Electronic & Phone Sessions
- Emergency Sessions
- Non-discrimination
- Sexual conduct
- Contact information
- Qualifications, Credentials, and Associations
- Confidentiality
- Electronic Communication

- Taping or recording of sessions
- Minors
- Consent

Standards of Competent Service

Services the counselor will provide:

Counseling is not easily described in general statements. It varies depending on the personalities of the counselor and client, and the particular problems you bring forward. We primarily use Temperament Therapy, however, in some cases, other therapeutic techniques may be used to deal with the problems that you hope to address. Counseling is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home. Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, your counselor will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with your counselor. Therapy involves a large commitment of time, money, and energy. The Arno Profile System (APS) that is used by us helps to lessen the amount of sessions that other therapeutic counselors may incur. If you have questions about LPM procedures, you should discuss them whenever they arise.

The goals of a therapeutic relationship: Your counselor will work with you to determine the goals you would like to set for counseling and to help you achieve those goals. While length of treatment is difficult to determine, your counselor will be happy to discuss this and the style of treatment with you.

Risks and benefits of therapeutic procedures: Counseling can have both benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, counseling has also been shown to have considerable benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience. You may, at any time, seek a second opinion and/or terminate treatment.

Policies and Procedures

Client behavior expected: Your counselor will normally conduct an evaluation during the first few sessions. During this time, both you and your counselor can decide if he or she is the best person to provide the services you need in order to meet your treatment goals. Once therapy is begun, your counselor will usually schedule a 50-minute session per week, bi-weekly, monthly or whatever is deemed necessary by the counselor, at a time you agree on, although some

sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you give notice of cancellation by 5 pm the business day before your scheduled appointment. Sessions will begin at the time scheduled. If the counselor causes a late start, the session will still last for 50 minutes. If you arrive late for your appointment, the session will have to end at the regularly scheduled time, and the charge will be for the full amount of the appointment fee. Missed appointments or frequent rescheduling may result in termination of counseling. In this case, the counselor will make a referral to another mental health professional.

Physical Evaluation: It is strongly recommended that you be current on your physical examinations from your personal physician. This is important to make sure none of the problems discussed are the result of physical health difficulties. Your counselor is not a physician and will not use physical interventions such as medications. When medications are appropriate your counselor will work closely with your physician.

Financial considerations: The session fee is determined by the type of services you choose to receive (individual counseling, small group counseling, large group counseling, monthly membership counseling, etc.). You may also be charged for each evaluation test that is necessary for proper therapeutic counseling service. At times it may be necessary to briefly speak to your counselor by telephone, for which there is no charge. However, when phone or video counseling occurs, the fees will be the same as for “in office” visits. If you become involved in legal proceedings that require LPM participation, you will be expected to pay for professional clinical time even if your counselor is called to testify by another party.

Payment arrangements: For in person sessions, you will be expected to pay for each session at the beginning of the session. For online sessions, you will be expected to pay for each session beforehand. Monthly membership counseling clients pay by Paypal subscription payment and can cancel their membership at any time. Payment schedules for other professional services will be agreed to when they are requested. There will be a \$35 check charge for each check returned due to insufficient funds. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, LPM has the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information we release regarding a patient’s treatment is his/her name, the nature of services provided, and the amount due. If you have a question about these costs please feel free to speak to your counselor.

Electronic & Phone Sessions: An electronic or phone session is defined as a counseling session conducted via internet video/audio conferencing or telephone. If an electronic session is scheduled and there is a technical difficulty where internet connection is not working, a phone call will be provided as an equivalent service.

Emergency Sessions: An emergency session is defined as a counseling session requested during a time of crisis that is outside of a therapist's office hours. Clients are able to request such sessions in time of need, and, if the therapist is able to accommodate the request, sessions can be conducted during off hours. Depending on the nature of the emergency, time and one-half the fee may be charged.

Non-discrimination: LPM is committed to help all who come to us, regardless of age, sex, race, ethnicity or religious affiliation. We understand there are areas of counseling which are out of our expertise. In such cases, we seek to assist clients in locating the appropriate resources. LPM is a Christian organization and the services we offer are centered on Christian values. Even though we do not seek to impose personal values on the client, we do consider the spiritual along with the physical, social, and psychological aspects of the person.

Sexual Conduct: Please be informed that any sexual contact between client and therapist of any kind is strictly unethical and is not a part of any recognized therapy. Sexual intimacy, including intercourse, fondling or seductive language, is not allowed and should be reported to the State Grievance Board by letter or by phone.

Contact information: Your counselor may not be immediately available by telephone. While he or she may be in their office, they probably will not answer the phone when with a client. For non-emergency services please call our office at 678-459-2437. When we are unavailable, our telephone is answered by an answering service voice mail that we monitor frequently. We will make every effort to return your call on the same day you make it. If you are difficult to reach, please inform us of sometimes when you will be available. If you are unable to reach us and feel that you can't wait for us to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If you are experiencing a life-threatening emergency, please call 911 or go to the nearest hospital emergency room. If your counselor will be unavailable for an extended time, he or she will provide you with the name of another counselor to contact, if necessary.

Qualifications, Credentials, and Associations

Qualifications, credentials, and associations will vary upon who your counselor is. Please reference the COUNELOR VITA ADDENDUM attached to the end of this document for the qualifications, credentials, and associations of your specific counselor.

If you have any questions about your counselor's experience, training or education feel free to ask them as they arise.

Confidentiality

The law protects the confidentiality of client information retained at LPM. Unless you grant us written permission we will neither inform anyone that you are receiving counseling, nor will we

disclose the content of counseling sessions. However, there are some limits to confidentiality. These situations rarely occur in outpatient practice, but if a similar situation occurs, your counselor will make every effort to fully discuss it with you before taking any action. The state mandates that confidentiality be broken if one or more of the following applies:

- In most legal proceedings, you have the right to prevent LPM from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order your counselor's testimony and/or case files if he/she determines that the issues demand it.
- There are some situations in which LPM is legally obligated to take action to protect others from harm, even if we have to reveal some information about a client's treatment. For example, if we believe that a child or elderly person or disabled person is being neglected or abused, we are required file a report with the appropriate state agency.
- If we believe that a client is threatening serious bodily harm to self and/or another, we are required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client. If the client threatens to harm himself/herself, we may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.
- Your counselor may occasionally find it helpful to consult other professionals about a case. During a consultation, every effort is made to avoid revealing the identity of our clients. The consultant is also legally bound to keep the information confidential. If you don't object, we will not tell you about these consultations unless your counselor feels that it is important to your work together.

Electronic communication: While LPM is committed to maintaining the privacy and confidentiality of all communications between you and your therapist, it is important to know that the confidentiality of communication through electronic means such as: telephone, cell phone, e-mail, chat, or other electronic means cannot be guaranteed. You should also be aware, when considering electronic communication, that important non-verbal aspects of communication can be hindered when interacting through means other than face-to-face.

Taping or recording of sessions: LPM is committed to providing the highest quality counseling services possible. To ensure the quality of the services you receive and to facilitate the training of future counselors LPM may tape or record counseling sessions. This may include audio, video, and/ or live supervision. The signing of this counseling services agreement constitutes a release of liability and written permission to record your sessions for quality assurance and training purposes. A few things you should know regarding the recording of sessions are:

- You are not required to be recorded or have any obligation from being recorded.
- You can withdraw permission to record at any time.
- Recording is for the purpose of insuring excellent client care and the training of therapists of Life Patterns Ministry.
- All information presented in a recorded session will remain confidential.
- Any concerns you may have regarding the recording process can be addressed at any time with your counselor.

Minors: If you are under seventeen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is LPM' policy to request an agreement from parents that they agree to give up access to your records. If they agree, your counselor will provide them only with general information about your work together, unless he or she feels there is a high risk that you will seriously harm yourself or someone else. In this case, your counselor will notify them of his or her concern. Your counselor may also provide them with a summary of your treatment when it is complete. Before giving them any information, your counselor will discuss the matter with you, if possible, and do his or her best to handle any objections you may have with what your counselor is prepared to discuss.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have at our next meeting. Your counselor will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and we are not attorneys.

Consent

When you have read this document, have discussed it with your therapist and received a copy of both this document and the Notice of Privacy Practices, please sign the Informed Consent Signature Form. Your signature indicates you have read and been given a copy of the Life Patterns Ministry Agreement and understand the conditions as read and agree to receive counseling under these conditions.

LPM COUNSELOR BRIEF VITA ADDENDUM

Penny S. Haynes, Licensed Pastoral Counselor

Licensure: #19322 - National Christian Counselors Association, Licensed Pastoral Counselor, Sarasota, FL

Certification: Arno Profile System (APS) Temperament Theory/Therapy, National Christian Counselors Association, Sarasota, FL

Association: Professional Clinical Member, National Christian Counselors Association, Sarasota, FL

Education: B.A. in Religion, Furman University, Greenville, SC

Theological: Teamwork Bible College, Ministerial Training

I have reviewed the Life Patterns Ministry Counseling Services Agreement and have received of copy for my personal record.

(Print Name)

(Signature)

(Legal Guardian)

(Date)



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Notice of Privacy Practices

This notice describes how psychological and clinical health care information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

Uses and Disclosures for Treatment, Payment and Health Care Operations

Life Patterns Ministry (LPM) may use or disclose your protected health information (PHI) for treatment, payment, and health care operations for the purposes within your written authorization. To help clarify these terms, here are some definitions:

- The term “PHI” refers to information in your health record that could identify you.
- “Treatment, Payment and Health Care Operations”
 - Treatment is when we provide, coordinate, or manage your mental health care and related services. An example would be when your counselor consults with another health care provider, such as your family physician or another counselor.
 - Payment is when LPM is reimbursed for services provided to you. Examples of payment related disclosures are when information are disclosed to entities attempting to collect a debt.
 - Health Care Operations are activities that relate to the operation of LPM’s office practices. Examples are quality assessment and improvement activities, business related matters such as audits and administrative services, and case management, scheduling and care coordination.

“Use” applies to actions within LPM such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.

“Disclosure” applies to activities outside of LPM such as releasing, transferring, or providing access to information about you to other parties.

“Authorization” is your written permission to disclose confidential mental health information. All authorizations to disclose must be on a specific legally required form.

Other uses and Disclosures Requiring Authorization

LPM may disclose PHI for purposes outside of regular treatment, payment, or health care operation only when you sign a specific authorization for that purpose. An “authorization” is written permission above and beyond the general consent that permits the normal PHI disclosures. An example would be if an attorney or one of your family members wanted to know

about your treatment. In those instances, your LPM counselor would obtain written authorization from you before releasing this information.

PHI normally includes information such as the date and time of a session, the type of session (individual, couples, testing, etc.), fee, diagnosis codes, basic treatment plan, and your counselor's name, credentials and signature. "Session Notes" are more detailed and sensitive notes made about your conversations during a counseling session which your counselor has kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI. LPM will need to obtain signed authorization from you before releasing these notes.

You may revoke all such authorizations of PHI or session notes at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that LPM has relied on that authorization and already followed through on the action you authorized.

Uses and Disclosures with Neither Consent nor Authorization

LPM may use or disclose PHI without your consent or authorization in the following circumstances:

Child Abuse: If LPM has reasonable cause to believe a child under the age of 18 has been abused or neglected, LPM must report this belief to the appropriate authorities.

Adult Abuse: If LPM has reasonable cause to believe that a disabled adult or elderly person has had a physical injury or injuries inflicted upon such disabled adult or elderly person, other than by accidental means, or has been neglected or exploited, LPM must report that concern to the appropriate authorities.

Health Oversight Activities: LPM may disclose PHI regarding you to a health oversight agency for oversight activities authorized by law, including licensure and disciplinary activities.

Judicial and Administrative Proceedings: If you are involved in a court proceeding and a request is made about professional services LPM provided you or the records thereof, such information is privileged under state law, and LPM will not release information without your written consent or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.

Serious Threat to Health or Safety: If your provider at LPM determines, or pursuant of the standards of their profession would determine, that you present a serious danger of violence to yourself or someone else, LPM may disclose information in order to provide protection against such danger for you or the intended victim.

Worker's Compensation: LPM may disclose PHI regarding you as authorized by and to the extent necessary to comply with laws relating to worker's compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

Patient's Rights and Therapist's Duties

Right to request restrictions: You have the right to request restrictions on certain uses and disclosures of PHI. However, LPM is not required to agree to a restriction you request.

Right to receive confidential communications by alternative means and at alternative locations: You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. For example, you may not want a family member to know that you are seeing a clinician at LPM. On your written request, LPM will send your bills to another address.

Right to inspect and copy: You have the right to look at and/or obtain a copy of PHI and session notes in the mental health and billing records used to make decision about you for as long as PHI is maintained in the record. LPM may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request, LPM will discuss with you the details of the request and denial process. If you desire copies, we will charge a fee for costs associated with our request including the cost of copies, mailing or other supplies in accordance with Federal and/or State regulations.

Right to amend: You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. LPM may deny your request. On your request, LPM will discuss with you the details of the amendment process.

Right to accounting: You generally have the right to receive an accounting of the disclosures of PHI. On your request, LPM will discuss with you the details of the accounting process.

Right to a paper copy: You have a right to obtain a paper copy of this notice upon request, even if you have agreed to receive this notice electronically.

Duty: In the case of marital counseling, it is the position of LPM that therapists not engage in the withholding of information vital to the relationship from spouses. Specifically, infidelity, criminal acts, and behaviors of a spouse which place the other spouse at risk of physical or emotional damage will not be kept private. Instead, your therapist will work with you on a plan of disclosing this information to your spouse as a part of a couple's session set at the soonest possible date.

Life Patterns Ministry Duties

LPM is required by law to maintain the privacy of PHI and to provide you with a notice of LPM's legal duties and privacy practices with respect to PHI.

LPM reserves the right to change the privacy policies and practices described in this notice. Unless LPM notifies you of such changes, however, LPM is required to abide by the terms currently in effect.

If LPM revises its policies and procedures, LPM will provide you with an updated notice at your next scheduled visit to your facilities or by mail. LPM will also post this notice in a public area in its office.

LPM cannot guarantee the absolute confidentiality of electronic & phone sessions, as these are not in office sessions and utilize technology beyond the counseling center.

Complaints

If you are concerned that LPM has violated your privacy rights, or you disagree with a decision made about your access to records, you may file a formal complaint with LPM.

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. Information about filing such a complaint can be found online at: www.hhs.gov/ocr/privacyhowtofile.htm or the person listed above can provide you with the appropriate address upon request. Please note that you will not receive retaliation for filing a complaint with either LPM or the U.S. Department of Health and Human Services.

Effective Date, Restrictions, and Changes to Privacy Policy

This policy went into effect on November 1, 2017. LPM reserves the right to change the terms of this notice and to make the new notice provisions effective for all PHI that LPM maintains. LPM will provide you with a revised notice at the time of your next visit to our facilities or by mail.

I have read the privacy practices statement and have received a copy

(Printed Name)

(Signature)

(Legal Guardian)

(Date)