



Client Agreement

3500 S. Phillips Ave., Ste. 121
Sioux Falls, SD 57105
(605) 360-2613

This document contains important information about the professional counseling services and business policies of Dr. Dianne S. Heynen, DMin, LPC-MH, BCPCC, QMHP, CEAP and Sozo Counseling Care, Inc. Please read it carefully and ask any questions you might have.

Counseling

Counseling is a cooperative effort between the client and the counselor. Though there are no guarantees, counseling has been proven to have significant benefits for people who are willing to be active participants in the process of change. Being an active participant may mean that you engage in problem solving, explore new ideas and feelings, and practice new skills. We encourage you to ask questions and offer ideas of your own regarding your treatment. If at any time you wish to terminate counseling, please discuss it openly with your counselor.

Confidentiality

Please read the Notice of Privacy Practices included in this packet for full disclosure about how we may use and disclose your health information. In particular, it is important for you to know the limits to confidentiality to which I am legally mandated:

- 1) I, as therapist, am ordered by the court to release information.
- 2) You, as client, present a physical danger to self or others.
- 3) I suspect child or elder abuse and/or neglect exists.

Appointments

Typically, therapy sessions are 53 - 60 minutes in length. Sessions vary in duration and frequency according to your needs. When you schedule an appointment, that time is reserved for you. **If you must cancel the appointment, you must provide 24-hour notice. If you fail to provide this 24-hour notice, you will be charged a \$50.00 fee.**

If I am unavailable when you attempt to contact me, please leave a message. If it is an emergency and you cannot wait for me to return your call, you should call (605)339-HELP, or contact Avera Behavioral Health Center at (605)322-4065, or go to the nearest emergency room.

Financial Agreement

Payment or co-payment is due at the time of service. Fees vary depending on the type and length of service provided. Many health insurance companies provide some coverage for mental health treatment. If you utilize health insurance, I will submit claims to your health insurance company with the necessary information as a courtesy to you. Discrepancies between what you pay and what your insurance company says you owe will be reconciled as soon as we receive notification from your insurance company. If health insurance cannot be utilized, you are responsible for the full amount due. Forms of payment accepted are cash, check, debit cards, Visa, MasterCard, or Discover cards. If any check is returned due to non-sufficient funds, an additional \$20 fee will be assessed.

If you have not paid your account balance for more than 60 days, Sozo Counseling Care, Inc. may exercise the option of securing legal means to secure payment, including collection agencies or small claims court. If legal options must be used you will forfeit your right to confidentiality to the extent necessary to process the legal claim against you.

The fee per 53 - 60 minute session is \$_____
You have a health insurance deductible of \$_____ which has / has not been met.
Your payment due at time of service is \$_____.

Electronic Communication (EC) Agreement

Some clients desire to communicate with their therapist via e-mail or texting. This is **not recommended** due to numerous risk factors. Among general Electronic Communication (including, but not limited to Email and Texting) risks are the following:

- These communications can be immediately broadcast worldwide and be received by many intended and unintended recipients.
- Recipient can forward messages to other recipients without the original sender's permission or knowledge. (over)

- User can easily misaddress an electronic communication.
- Electronic Communication is easier to falsify than handwritten or signed documents.
Backup copies of electronic communications may exist even after the sender or the recipient has deleted his or her copy.

Because of these risk factors and other limitations of communicating in written form, the therapist(s) at Sozo Counseling Care, Inc. will not engage in counseling by means of EC. If you as client choose to use EC to share information with your therapist, you will be subject to the following conditions:

Conditions for the Use of Electronic Communication (hereafter referred to as EC)

It is the policy of Sozo Counseling Care, Inc. that we will make all EC sent or received that concern the diagnosis or treatment of a client part of that patient’s medical record and will treat such messages with the same degree of confidentiality afforded other portions of the medical record. Sozo Counseling Care, Inc. will use reasonable means to protect the security and confidentiality of EC information.

Because of the risks outlined above we cannot, however, guarantee the security and confidentiality of EC. Thus, clients must authorize the use of EC for discussions of confidential medical information after having been informed of the above risks. Consent to the use of EC includes agreement with the following conditions:

1. All EC to or from the patient concerning diagnosis and/or treatment will be made a part of the client’s medical record. As a part of the medical record, other individuals, such as other physicians, nurses, physical therapists, patient account personnel, and other entities, such as other healthcare providers and insurers, will have access to EC messages contained in medical records.
2. Sozo Counseling Care, Inc. may forward ECs as necessary for diagnosis , treatment, and reimbursement. Sozo Counseling Care, Inc. will not, however, forward the ECs outside of necessity without the consent of the client or as required by law.
3. If the client sends an EC to Sozo Counseling Care, Inc., another healthcare provider, or an administrative department, Sozo Counseling Care, Inc. therapists will endeavor to read and respond to the EC promptly, if warranted. However, Sozo Counseling Care, Inc. can provide no assurance that the recipients of a particular EC will read the message promptly. Because Sozo Counseling Care, Inc. cannot assure clients that recipients will read EC promptly, clients must not use Electronic Communications in a medical emergency.
4. If a client’s EC requires or invites a response, and the recipient does not respond within a reasonable time, the client is responsible for following up to determine whether the intended recipient received the EC and when the recipient will respond.
5. Because employees do not have a right of privacy in their employer’s EC systems, clients should not use their employer’s EC systems to transmit or receive confidential medical information.
6. Sozo Counseling Care, Inc. cannot guarantee that ECs will be private. Sozo Counseling Care, Inc. will take reasonable steps to protect the confidentiality of client ECs but is not liable for improper disclosure of confidential information not caused by Sozo Counseling Care, Inc.’s gross negligence or wanton misconduct.
7. If the client consents to the use of EC, he/she is responsible for informing Sozo Counseling Care, Inc. of any type of information the client does not want to be sent by EC. Client is responsible for protecting his/her password or other means of access to ECs sent or received from Sozo Counseling Care, Inc. to protect confidentiality. Sozo Counseling Care, Inc. is not liable for breaches of confidentiality caused by client.
8. Any use of EC by the client that discusses diagnosis or treatment by the client constitutes informed consent to the foregoing. You may withdraw consent to the use of e-mail at any time by email or written communication to Sozo Counseling Care, Inc.
9. Being informed of these risks, clients who choose to utilize EC with Sozo Counseling Care, Inc. thereby communicate their authorization for such communication, including replies from Sozo Counseling Care, Inc.

My signature below indicates I have read the Client Agreement and Electronic Communications Agreement information and have had opportunity to discuss any questions or concerns with Dr. Dianne S. Heynen. I affirm my informed and voluntary consent to receive counseling and I acknowledge that I fully understand and agree to the terms of this Electronic Communication Agreement.

Client Signature: _____

Date: _____

Or/by: _____

Relationship: _____

Counselor’s Signature: _____

Date: _____