



Introductory Information & Consent

“The eye cannot say to the hand, I have no need of you,
and nor can the head say to the feet, I have no need of you.” (1Cor. 12:21)

Dear Client,

We affirm your decision to seek help through Deeper Waters, h2o church’s counseling ministry. The willingness to acknowledge that you can’t do life on your own is an essential part of a Christ-centered life.

The purpose of this document is to inform you of some things that you’ll need to know before you start counseling.

When people are beginning counseling, they usually have a lot on their minds and so may not remember the details of how Deeper Waters operates. Therefore, you can keep this document (minus the parts you need to sign) for future reference.

Still, you should read carefully through the information presented here, and initial and sign where appropriate to indicate your agreement with the terms described. Please don’t hesitate to ask your therapist if you have any questions or concerns.

Sincerely,
Steve Reed and Susan Larrett
On behalf of Deeper Waters

SECTION 1

Notice of Privacy Practices

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

The main law that determines how health care professionals must operate with regard to your private, personal information is known as “HIPAA” (The Health Insurance Portability and Accountability Act of 1996). That law also requires that we give you a “Notice of Privacy Practices,” explaining in plain language your rights and our duties with regard to your private, personal information.

As you can imagine, the laws are quite complex. Our goal is to try to make them as simple and understandable as possible; feel free to ask for clarification if you need it on any point. You can also access the HIPAA privacy laws directly online at: <http://www.gpoaccess.gov/cfr/> (The privacy Rule is located at 45 CFR Part 160 and Subparts A and E of Part 164)

In order to be counseled through Deeper Waters, you will need to sign a form that says you have been informed about and agree to these practices. Beyond this, you should know that we have the utmost concern and respect for your privacy as a client. In all of our work, we think not only, “How do we comply with the laws that bind us?,” but also, “How can we provide the best possible care to clients and demonstrate respect for the personal, private, and sensitive information with which they are trusting us?”

I . What information is covered?

HIPAA is primarily concerned with protecting your privacy as a client. The information that is protected by HIPAA is any information about your health (mental or otherwise) that is communicated to your therapist about you, or any information about your health that your therapist creates about you. Specifically, it is any information that is identifiable as being linked to you. So if your therapist has documents with your name on them, that information is protected by HIPAA. And if your therapist has documents without your name on them, but that contain information that could allow someone to deduce that it is about you, then that information is also protected by HIPAA .

II. Situations in which I may use your private information:

1. FOR TREATMENT, PAYMENT, AND HEALTH CARE OPERATIONS. Your therapist is permitted by law to disclose your protected health information for the purposes of treatment, payment, and health care operations.

Treatment means that your therapist uses information about you to provide you with counseling services. When you have a counseling session, that’s treatment. Treatment also includes situations in which your therapist coordinates care with others who provide treatment to you (like your personal physician or psychiatrist). For example, from time to time, situations arise in which it makes sense for a therapist to talk to a client’s medical doctor so that they can help one another better care for a client. That’s treatment.

Payment means your therapist may use your information to properly obtain the fees owed for counseling services. Normally, this applies when a health care provider communicates with a patient’s insurance company. Since we don’t accept insurance, such a situation is not likely to arise; but it is possible that your insurance allows you to be reimbursed for your counseling fees. In such a case, your therapist may communicate with your insurance company to help you obtain reimbursement.

Health Care Operations is a somewhat broader term that essentially refers to the things therapists do to conduct and improve the work that they do. It includes the use your information to consult with other therapists, to assess the quality of the work they’re doing and to evaluate the outcomes of their counseling services; it includes the use of your information to aid in the training of other health care professionals; and it includes business planning, development and cost-management. All of these “health care operations” are legal uses of your protected health information.

To be clear, this does not include conversations with pastors and staff of h2o related to your treatment. They are not health care professionals, and your therapist would need your expressed written permission to share your private information with them. This also does not include conversations with

pastors and staff of h2o about Deeper Waters counseling ministry in general. Any evaluation that h2o's pastors do of Deeper Waters' ministry must be done without disclosing identifiable personal information about you.

2. TO CONTACT YOU The law allows your therapist to use your private information to contact you in order to remind you of appointments and give you information about your treatment and other kinds of help that may be of interest to you.

The law also allows us to contact you to raise funds for Deeper Water's counseling ministry including scholarships through Great Commission Ministries.

3. WHEN REQUIRED BY LAW In addition to the above instances in which your therapist is permitted to use or disclose private information, there are some situations in which your therapist is required by law to disclose private information. Some of these include:

A. Most common instances: Therapists are required by law to report child abuse or abuse of an elderly person to the proper authorities. (To be clear, this does not necessarily mean that such a report will result in the prosecution of the perpetrator of abuse, or even that the perpetrator of the abuse will find out that a report has been made. It simply means that therapists are responsible to make a report of the abuse to Children's Protective Services so they can respond appropriately to the report according to the Florida Child Protection Law.)

If your therapist has reason to believe you are in danger of killing yourself or harming someone else, he or she is required to report this to the proper authorities.

B. More obscure instances: If you are a part of a legal proceeding, there are some conditions in which your therapist may be required to disclose some of your private information. Your therapist may also release private information if asked to do so by a law enforcement official to investigate a crime or criminal.

Government agencies may check on therapists to see that they are obeying the privacy laws, and therapists may be required to disclose some information to them. Therapists may also release private information to public health agencies investigating diseases and illnesses.

If you have passed away, there may be instances in which your therapist would be required to disclose information to a coroner, funeral director, or organizations relating to tissue donations or transplants.

Therapists may also disclose private information to worker's compensation programs.

4. SPECIAL CONSIDERATIONS FOR MINORS

For clients who are minors, confidentiality does not exclude the parent(s) or guardian(s) from knowing what is going on in the client's counseling. In most cases, counseling with a minor is most effective when the caregiver(s) allow the client to choose when/if he or she is ready to have certain information disclosed. Ultimately, however, this decision rests with the caregiver(s).

III. How I go about disclosing your private information

In all instances, your therapist's disclosures of your private information must be done with an interest to protecting your privacy as best as he or she reasonably can. Even when the law allows or requires therapists to disclose information, they should do their best to disclose as little information as possible and to as few people as possible while still remaining in compliance with the laws and providing the best possible care to you.

IV. Further disclosures will only be made with your permission.

Any disclosures of your information apart from those described in this notice will only be made with your written consent. If you decide to give your permission for these disclosures, you may revoke your permission at any time by giving a notice in writing.

V. Your rights and how you may exercise them

You have several rights with regard to your private information. You have the right to request that your therapist restrict disclosures of your private information beyond the requirements of the law. However, your therapist is not obligated to agree to your request.

You have the right to express your preferences regarding how your therapist contacts you, and the locations which your therapist will contact you. Your therapist is obligated to comply with such requests within reason.

You have the right to inspect and copy your private information that your therapist holds in his or her possession. If you ask to see or receive a copy of your private information, your therapist is obligated to comply within 30 days, or give you a written denial explaining the reasons why he or she has not complied with your request. (However, your right to inspect and copy your private information does not include psychotherapy notes. This is an important distinction.

Psychotherapy notes include any notes your therapist makes documenting or analyzing the contents of conversation during a counseling session that are separated from the rest of your medical record. Psychotherapy notes do not include information about medications, counseling session start and stop times, the type and frequency of treatment, results of clinical tests, diagnosis, functional status, treatment plan, symptoms, prognosis, and progress to date. You have a right to view and copy your private information apart from psychotherapy notes.)

You have the right to ask your therapist to amend/correct your private information if you believe that it is incomplete or inaccurate. Your therapist is obligated to respond to such requests within 30 days, either by amending/correcting your private information, or explaining why he or she has not done so.

You have a right to ask your therapist for an accounting of all the instances in which he or she have disclosed your private information - apart from disclosures to you, and disclosures related to treatment, payment, or health care operations.

Finally, you have a right to receive a printed copy of this notice of privacy practices upon request.

VI. Your therapist's duties with regard to your private information

Your therapist has several duties with regard to your private information.

Your therapist is obligated to maintain the privacy of your private information, and to provide you with this notice of legal duties and privacy practices with respect to your privacy information.

Your therapist is obligated to abide by the terms of this notice.

Lastly, we reserve the right to change the terms of this notice to comply with changes to the laws as they occur. Any new terms of this notice will apply to all of your private information that your therapist has, including information received or created prior to that change. If a change to these privacy practices does occur, your therapist will provide you with an updated notice of privacy practices either by e-mail or in person at your next counseling appointment.

VII. Your right to complain

If at any time you believe that your privacy rights have been violated, you may contact your therapist directly to express your concern. Deeper Waters' counselors have the utmost respect for your right to privacy, and

will take any concern seriously and consider it humbly. You will not be retaliated against in any way for expressing concerns or complaints about your privacy. If you are not satisfied with the outcome, you may speak with the pastors of h2o Church, or file a complaint with the Florida Department of Health: www.doh.state.fl.us

You can also contact your therapist at any time for further information about this notice and how it applies to you.

Steve Reed
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srgreatlonging@gmail.com

Susan Larrett
(321)439-7751
susan.londres@ccci.org

SECTION 2
Informed Consent

“Informed consent” means that we are informing you of basic information and policies regarding Deeper Waters, a counseling ministry of h2o church, so that you know what to expect. In order to receive counseling through Deeper Waters, you will need to agree (consent) to be bound by these policies.

I. Information about Steve Reed and about Deeper Waters.

Steve Reed is the director of Deeper Waters, h2o’s counseling ministry. Steve has a Master of Arts in Counseling from Reformed Theological Seminary in Orlando. Steve is a Licensed Mental Health Counselor (LMHC) in the state of Florida. Since Steve will be consulting regularly with licensed supervisors (professional counselors outside of Deeper Waters), you should know that he may discuss the contents of your sessions with his supervisors. These discussions are for the purpose of offering you the best possible care, and those supervisors are governed by the same rules of confidentiality as Steve.

Deeper Waters is a ministry of h2o Church, and our devotion to God affects every aspect of the care that we offer through this ministry. Our primary focus in this ministry, however, is not telling you what to believe or what to do, but helping you to clarify and discover what is happening within you and helping you to take responsibility for your decisions. Please do not hesitate to ask questions or express concerns you have about the counseling process or your therapist’s approach to counseling.

You should also know that the most important work that happens when you come for counseling is the work that *you* do. As such, it is important that you take responsibility for the counseling process. When you come to counseling, you are asking your therapist to walk *with* you down the path of healing; but the most important steps will be taken by *you*.

II. Informed Consent: Please sign below indicating that you have read the above information including the HIPPA privacy policy and agree to Steve providing counseling to you under these conditions.

Client’s signature

Date

Witness

Date

III . Financial Policies

Cost

\$150 per session for counselors with 25+ years of ministry experience; a limited number of scholarships are available based on demonstrated need and scholarship application process.

The Heart Behind the Cost

In the Bible, from the law of Moses to Jesus, the heart of the giver matters more than the amount of the gift. There was even a time when Jesus saw a poor widow giving two coins and he said, “This poor widow has put in more than all the others.” (Leviticus 5:5-11; Luke 21:1-4).

As a ministry of h2o church, Deeper Waters operates similarly. We charge a fee because counseling is valuable. Your therapist’s salary has been set by the ministry that employs them. Fees for therapy go to make up the difference between getting a short paycheck and getting a full paycheck. However, h2o desires to be a blessing to others, so even though the industry currently rates counselors at \$175 plus per session, we seek to offer excellence in counseling at reasonable rates. Additionally, for those who are members of h2o, we offer a \$25 per session fee reduction for those who request it.

For some people, however, these fees may be too much. If this is more than you can afford, we hope you will apply for a scholarship. As a ministry, there are others who have given generously because they wanted to make such fee reductions possible. *Our goal is simply that you will pay a fee that is reasonable though sacrificial for you.* We also recognize that **you** may be in a position after concluding counseling to be one of those who contribute to this ministry regularly in order that affordable counseling may be offered to others.

Where the money goes.

Fees go towards funding the counseling ministry, including covering costs of facilities, paying the salaries of Deeper Waters counselors, and offering a thank you stipend to a volunteer team that covers administrative responsibilities. Checks should be written out to Reliant Mission - the mission board that employs our counselors.

When to pay.

Your fee is expected at the time of each session. Failure to pay may result in discontinuation of treatment.

How to pay.

Currently we are not set up to accept credit cards. However, checks made out to Reliant or cash are both acceptable payment methods.

IV. Other Policies

Frequency of sessions.

In most cases, sessions will be scheduled weekly because that is what tends to be most effective.

Confidentiality.

The effectiveness of counseling is based on a trusting relationship between client and counselor, and we take your trust and your privacy very seriously. A full explanation of the rules of confidentiality is given in Section 1 (Notice of Privacy Practices). The general rule, however, is that everything discussed during counseling is confidential except when you give your therapist permission to disclose it, or when disclosure is required by law (for example, in cases of child or elder abuse, when a disclosure is required by a court of law, or in the case of a threat of harm to yourself or someone else). (Additional rules apply for minors. If you are a minor, please discuss this with your therapist.)

24-hour cancellation policy.

If you need to cancel a scheduled session, you must give a minimum of 24 hours notice. If you fail to give 24 hours notice you will be expected to pay the full agreed-upon fee for that session (unless your failure to give proper notice is due to circumstances beyond your control). We consider any feelings and thoughts you have about paying for a missed appointment to be therapeutic and invite you to discuss them with your therapist.

Insurance.

We do not take insurance. However, some insurance companies will reimburse you directly for the cost of counseling. You should talk with your insurance company to find out if this is the case for you. We are able to provide you with receipts that you can turn in to your insurance company, and are willing to cooperate with you to a reasonable extent to help you to receive coverage.

Ending counseling.

An orderly end of counseling is an important part of the counseling process; sudden stoppage of treatment usually has detrimental effects on clients and the work they have done. It is suggested that you discuss openly with your therapist your wish to end therapy at least two sessions prior to your last session. Closure sessions help you acknowledge and summarize what you have accomplished and discuss any unfinished concerns you may have. While not required, they are strongly recommended.

Initial to indicate consent to these terms. _____

Section 3

Release of Liability

In signing this form, I acknowledge that I am receiving counseling through Deeper Waters, a ministry of h2o Church. In consideration of the benefits to be derived from my counseling, I hereby release, remise, and forever discharge and covenant not to sue or hold legally liable the ministry of Reliant Mission, h2o Church, its pastors and staff, Steve Reed, and all other persons working with them on their behalf, from any and all claims, demands, damages, actions, causes of action, or judgments whatsoever related to the counseling process.

I understand that counseling comes with no warranty, guarantee, or promise of any particular result, that counseling can be difficult, and that it may lead to discomfort and dealing with difficult emotions. By agreeing to receive counseling, I assume any risk of pain or distress that may arise as a result of the counseling process.

I also waive any right I may otherwise have to seek to use the record of my counseling as evidence in any judicial proceeding or to compel the testimony of Steve Reed or any other staff members of Reliant or h2o Church in any such proceeding.

Initial to indicate consent to these terms. _____

Section 4

Communication with h2o pastoral team

The pastoral team of h2o Church care passionately for the well-being of those under their care. The Bible teaches us about their role as providers of care for those in the church:

“Have confidence in your leaders and submit to their authority, because they keep watch over you as those who must give an account. Do this so that their work will be a joy, not a burden, for that would be of no benefit to you.” (Hebrews 13:17)

This means that God calls the pastoral team to keep watch over those within the church, and that God will hold them accountable for the kind of care that they give. They are best able to care and pray for those in the church when they can be informed about the kind of care they are receiving. As such, there are times when it is helpful for the pastoral team to be made aware of who is receiving counseling and how it is progressing.

Disclosures of your private information beyond those required by law can only be made with your permission.

You have the option of signing a release that allows your therapist to acknowledge to the pastoral team of h2o Church that you are coming for counseling, and to share pertinent information with them. But the signing of such a release is entirely your decision.

Signing such a release does not mean that your therapist will share such information with them; it merely gives your therapist permission to do so when it serves the care that you are receiving. Such disclosures are never made flippantly, and are always in the interest of providing the best possible care to you as a client while also respecting your privacy.

You will find a copy of this release on the next page of this packet. If you would like to sign it, please do so and return it to your therapist. Or, if you have concerns or questions about signing such a release, let your therapist know and you can discuss it before you begin counseling.

Authorization for release of information to h2o pastoral team.

Re: Name of Client _____

Date of Birth: _____

This is to authorize Steve Reed, a pastoral counseling and care minister of h2o church, to discuss matters pertaining to the ongoing treatment of this client with the pastoral team of h2o church.

He is specifically authorized to inform them: (check all that apply)

- That the client is receiving or has received counseling and care through Deeper Waters.
- In general terms of how the client's treatment is progressing.
- Of specific issues that are being addressed in the client's treatment and to describe the client's progress in working through those issues.

The purpose of these disclosures is to increase the effectiveness of treatment by including in the treatment process these leaders and caregivers within the support system of which the client is a part. Such disclosures are to be made for the purpose of aiding the h2o pastoral team in their role as "shepherds of God's flock that is under [their] care" (1 Peter 5:2).

I understand that information disclosed to the h2o pastoral team may be subject to redisclosure by the team, and that they are not bound by the same laws of confidentiality as Steve Reed.

I understand that this authorization will remain in effect for the duration of my treatment through Deeper Waters, and for six months after treatment has ceased, effective as of the signature date below.

I understand that except to the extent that action has already been taken on my consent when a request is received, I may withdraw this consent by written request at any time.

I understand that the receiving of counseling services from Deeper Waters is in no way contingent upon my willingness or unwillingness to sign this authorization for release of information.

Client's or Parent's/guardian's signature

Date

Witness

Date

----- *Use this space only if client withdraws consent* -----

I hereby withdraw the above authorization for release of information.

Client's or Parent's/guardian's signature

Date