



Footsteps Counseling, LLC  
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Phone 605-377-7570

[www.footstepscounseling.weebly.com](http://www.footstepscounseling.weebly.com)

Email: hhfootsteps@icloud.com

Welcome to Footsteps Counseling, LLC., we are required by the State of South Dakota and the Department of Regulatory Agencies to share the following information with you to help establish the understanding and trust essential to a therapeutic relationship. Please provide the requested information and read these documents carefully, as they contain important information about our practice, policies, and how your mental health information can be used and disclosed. Please note any questions or concerns that you have – you may discuss these with your therapist/counselor at any time. After you sign the enclosed documents, they will constitute a binding agreement between you, your primary therapist/counselor and Footsteps Counseling, LLC. (hereinafter also referred to as “Footsteps Counseling”) **Only one copy of the forms is needed for couples or families, however all adults family members will need to sign the disclosure statement.**

Footsteps Counseling, LLC consists of Licensed Professional Mental Health Counselors. While you, the client, always have the choice in determining which therapist/counselors you want to see, Footsteps Counseling, LLC will do their best to set you up with a therapist/counselor best suited for you. If the requested therapist/counselor is not available, Footsteps Counseling, LLC will recommend another therapist/counselor at Footsteps Counseling, LLC or refer you to a therapist/counselor outside of Footsteps Counseling, LLC. **Your primary therapist/counselor, (hereinafter “therapist/counselor”, “counselor”, “primary therapist/counselor”) identified in Part 2 below, will be solely responsible for this disclosure statement and all therapeutic treatment provided to you.** If you have any questions or concerns about your treatment please speak with your primary therapist/counselor.

#### **PART 1: INFORMED CONSENT**

Each client is required to sign the below form. Any child seventeen (17) years of age or younger must have a parent or legal guardian consent to the mental health services to be provided. Any adult eighteen (18) years of age or older may sign the below form and may consent to mental health services without consent of a parent or legal guardian. If the parent or legal guardian is consenting to the mental health services, the required disclosures shall be made to the parent or legal guardian. If the child is consenting to mental health services, the required disclosure shall be made to the minor child and their parent or legal guardian. If a parent or legal guardian is consenting to mental health services for his/her minor child, and the parent or legal guardian is divorced or separated, the parent is required to provide a copy of the Court Order and/or Custody Agreement that grants the parent or legal guardian authority to consent to mental health services. Failure to provide a copy of the Court Order or Custody Agreement will result in immediate termination.

Participation in therapy/counseling can result in a number of benefits, including improving relationships and resolving the concerns that led you to seek help. As a collaborative process, therapy/counseling requires your very active effort, honesty, and openness in order to achieve desired changes. You may also be contacted periodically by Footsteps Counseling, LLC to get feedback on the quality of services you are receiving. You may always request that Footsteps Counseling, LLC not contact you to receive feedback on the quality of services you receive.

The process of engaging in therapy/counseling can result in your experiencing considerable emotional discomfort. Your therapist/counselor may challenge your perceptions or propose ways of handling situation that can cause you to feel some distress. Attempting to resolve therapeutic issues may result in changes that were not originally intended. Therapy/counseling may also result in decisions about making changes that may be positive for one family member, but could be viewed negatively by another. Change will sometimes be easy and swift; other times it will be slow and even frustrating. There is no guarantee that therapy/counseling will yield the intended results. At all times, it is your decision whether to pursue the suggestions made by your therapist/counselor. It is always your responsibility, not your therapist/counselor's, to make decisions regarding relationships such as cohabitation, marriage, divorce, separation, reconciliation, custody, etc.

You are entitled by law to receive information about the methods of therapy/counseling, the techniques used, the duration of therapy/counseling, if known, and the fee structure. During the course of therapy/counseling, your therapist/counselor at Footsteps Counseling, LLC is likely to draw on various therapeutic approaches according, in part, to the problem that is being treated and the therapist/counselor's assessment of what will best benefit you. Within a reasonable period of time after the initiation of treatment, your therapist/counselor will be able to offer you some impressions of what your therapy/counseling will include. You should also make your own assessment about whether you feel comfortable working with your therapist/counselor. If you have any questions about the process of therapy/counseling, please let your therapist/counselor know directly.

The most common reason for ending therapy/counseling is that a client's concerns have been addressed. You are entitled to end therapy/counseling or seek a second opinion from another therapist/counselor at any time. Most clients find it helpful to have one or two sessions to bring closure to therapy/counseling and discuss the therapeutic process. These sessions can help prevent future problems. Therapy/counseling can also end when your challenges lie beyond the limits of your therapist/counselor's ability to help. If this becomes apparent to your therapist/counselor at any point, your therapist/counselor is legally required to refer, terminate, or consult, and will discuss this with you, offer you appropriate referrals, and end treatment.

**By signing this document**, you affirm your understanding that should you discontinue therapy/counseling for more than 60 days without written notice to Footsteps Counseling, LLC, your treatment will be considered "terminated". You may resume therapy/counseling any time after the 60 day period by communicating your decision to resume therapy/counseling services to Footsteps Counseling, LLC. This document may remain in effect should you resume therapy/counseling if one (1) year has not elapsed since your last session. However, you may be asked to re-sign this document or provide additional information to update your client records and/or sign new forms. "Discontinuing therapy/counseling" means that you have not had a session with your therapist/counselor for at least sixty (60) days.

## PART 2: DISCLOSURE STATEMENT (DEGREES, LICENSING, & OTHER CERTIFICATIONS)

**Heidie J. Holmstrom:** *Degrees:* Regis University, Bachelor of Science Business Finance with Minor in Psychology, Conferred 2010. Argosy University, Master of Arts Clinical Mental Health Counseling, Conferred 2014. License: LPC7175 State of South Dakota Board of Counselors.

❖ YOUR PRIMARY THERAPIST/COUNSELOR/COUNSELOR IS: \_\_\_\_\_.

The information provided by clients during therapy/counseling sessions is legally confidential, except as provided in South Dakota Codified Law Mental Health Statue SL 1990, ch 313, § 27; SL 1998, ch 240 § 9., and except for certain exceptions that are identified in our Confidentiality Form (See Part 4). In a professional relationship (such as counseling/ psychotherapy), sexual intimacy between a therapist/counselor and a client is never appropriate. **As stated previously, your primary therapist/counselor is solely responsible for both this disclosure and all therapeutic treatment provided to you.**

**\*\*The South Dakota Board of Counselors and Marriage and Family Therapist is the regulating agency and Licensing Board that protects consumer of counseling, marriage and family services by mandatory licensing of qualified applicants. Licensed Professional Counselors and Licensed Professional Counselors – Mental Health must follows by the American Counseling Association (ACA) Code of Ethics. The South Dakota Board of Counselors and Marriage and Family therapist examiners has the general responsibility of regulating the practice of Licensed Professional Counselors and Licensed Professional Counselors – Mental Health can be reached at PO Box 2164, Sioux Falls SD 57101, 605.331.2927, Email: [sdbce.msp@midconetwork.com](mailto:sdbce.msp@midconetwork.com). Clients are encouraged, although not required, to resolve any grievances through our internal process.**

**\*\*\*Levels of Regulation Include: Licensing (requires minimum education, experience, and examination qualifications), Certification requires minimum training, experience, and for certain levels, examination qualifications.**

### **PART 3: OFFICE POLICIES**

#### **PAYMENT AND FEES:**

- ❖ Individual Counseling \$140.00 per 53 minute session
- ❖ Group Counseling \$30.00 per session
- ❖ Family/Couples/Marriage Counseling \$140.00 per 53 - 60 minutes session
- ❖ Drug/Alcohol Intakes \$180.00
- ❖ Drug/Alcohol Group Counseling \$ 60.00 per group session
- ❖ Psychological Testing – Determined by testing type
- ❖ You are expected to pay the full fee (as listed above) at each session, unless other arrangements have been made. If longer sessions occur, the fee will be prorated for each additional 10 minutes, as indicated above. All payments should be made directly to Footsteps Counseling. Additional services will also be prorated at this fee. Such additional services may include, but are not limited to, preparations of reports, correspondences, travel time, and phone calls lasting over 10 minutes. Acceptable forms of payments are cash, check, money order, Debit, Credit Cards (Visa, MasterCard, Discover, and American Express). If you miss your scheduled appointment you will be charged for no show appointment at the rate of \$30.00, a bill will be sent directly to you. If your check is returned for non-payment, you will be charged and additional \$30.00 to cover bank fees. Please notify your counselor if any problem arises regarding your ability to make payments. **Any court/legal appearances will be billed at \$200.00 per hour, which includes but not limited to: testimony related matter like case research, report writing, travel, depositions, actual testimony, cross examination time, and courtroom waiting time.**

**Please check the box below if alternative payment arrangements have been made outside of the standard fee:**

**Description of alternative fee agreement:** \_\_\_\_\_

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Counselor's Initials

**Third Party Payments (by clergy, EAP, other family members or insurance):** When third party payers are paying for services, in full or in part, for the services you receive at Footsteps Counseling, LLC; you will be asked to make a copayment at the time of service. Footsteps Counseling will still collect your credit/debit card information before or at the first session to enable timely payment for any cancellations/no shows fees. If a third party is making a payment on your behalf, Footsteps Counseling will not disclose confidential information to the third party without your written consent.

**Overdue Payments:** if your account is more than 30 days overdue and suitable arrangements have not been agreed to, Footsteps Counseling may become obligated to turn past due accounts over to collection agencies or small claims court (if such legal action is necessary, the costs of bringing that proceeding will be included in the claim). Footsteps Counseling, LLC will provide the collection agency or court with any information requested by the collection agency or court deemed necessary to collect the past due amount.

**Cancellations and No-Shows:** Since your appointments involve the reservation of time specifically for you, and out of respect for your therapist/counselor, a minimum of 24 hours' notice is required for rescheduling or canceling an appointment, excluding emergency situations. Anytime you fail to attend a scheduled appointment without giving any notice of cancellation, you will be charged \$30.00. Repeated cancellations (more than two) without the required 24 hours' notice may result in the termination of therapy/counseling. Multiple no shows will result in the termination of therapy/counseling. Although Footsteps Counseling may send clients email reminders about upcoming appointments, this is done as a courtesy and only if you consent to receive such communications via email. It remains your sole responsibility to keep track of and attend all scheduled counseling appointments, whether or not you receive the reminder from Footsteps Counseling.

**Insurance:** We will bill your insurance directly. It is your responsibility to pay copayments, uncovered services and remaining balances insurance did not cover. Please be aware of what your insurance will cover and be prepared to pay for uncovered services at the time of service. Not all therapeutic issues are reimbursable; it is your responsibility to verify the specifics of your coverage. Insurance companies normally do not reimburse for missed appointments or late cancellation fees, in which a bill will be sent directly to you.

**Phone Contact:** It is Footsteps Counseling policy to try to return all telephone messages by the following business day, although that may not always be possible. Our counselors check their messages a few times daily, though rarely during non-business hours. They may not be available to converse or check messages on weekends, holiday, when out of office and when they are out of town. Messages left during these times will be returned in a prompt manner when the therapist/counselor returns to work. Footsteps Counseling, LLC only provides non-emergency services by scheduled appointments. **\*Please note that therapeutic calls lasting 10 minutes or longer are billed pro-rated at the regular fee.**

**Teletherapy/counseling:** In general, Footsteps Counseling, LLC does not provide Teletherapy/counseling, such as therapy/counseling over Skype or other video chat means. Should you want teletherapy/counseling, you must discuss your request with your therapist/counselor; however, it is in your therapist/counselor sole discretion whether to accommodate your request.

**Texting/Messaging Policy:** Please do not use SMS (mobile phone text messaging) or messaging on social networking sites such as Twitter, Facebook, or LinkedIn to contact your therapist/counselor and/or Footsteps Counseling, LLC as an avenue for therapy/counseling. These sites are not secure and your therapist/counselor may not read these messages in a timely fashion. Because it is not possible to guarantee the confidentiality of text messages (e.g. we cannot be sure that it is you sending the text), it is Footsteps Counseling, LLC policy that we do not text with clients. *If you have information that you need to communicate to your therapist/counselor, please call your therapist/counselor directly.*

**Email Policy:** Please use discretion in deciding whether to communicate with your therapist/counselor via email. Footsteps Counseling, LLC cannot be held responsible for any information lost in transit or viewed by a third party. Email should only be used for brief, general questions (e.g. question regarding billing or advance scheduling of appointments). Hence, therapeutic issues, emergencies, sensitive personal information, and cancellations should all be communicated to your therapist/counselor only over the telephone or in person. If you choose to initiate communication via email, or other electronic means that you have not previously specifically consented to, you will need to amend Footsteps Counseling, LLC Consent for Communication of Protected Health Information by Non-Secure Transmissions before your therapist/counselor may communicate with you via electronic means. Although, confidentiality will extend to information through email communications.

**Social Media Policy:** Please do not request Footsteps Counseling, LLC to “like”, “follow”, “friend” you etc. via any social media site. Any such request will be denied in order to maintain professional boundaries. Do not use wall posting, @replies, or other means of engaging with your therapist/counselor at Footsteps Counseling, LLC in public online if you have already established client/counselor relationship with a therapist/counselor at Footsteps Counseling, LLC. Engaging in this way could compromise your confidentiality. It may also create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart. Footsteps Counseling, LLC may have a business Facebook page, Blog, or other Business social media accounts. There is no requirement for you “like”, “follow”, or post comments on Footsteps Counseling, LLC social media accounts/blog, there is the chance that others will see your name associated with “liking”, “following”, “sharing” “tweeting” Footsteps Counseling, LLC. Any comments you post regarding therapeutic work between you and your therapist/counselor will be deleted as soon as possible after Footsteps Counseling, LLC becomes aware of such posts. By signing this form you agree that you will refrain from discussing, commenting, and/or asking therapeutic questions via any social media platform. You agree that if you have a therapeutic comment and/or question that you will contact your therapist/counselor through the mode you consented to and not through social media.

**Emergencies:** Footsteps Counseling, LLC does not provide emergency care. Our therapist/counselors are often not immediately available by telephone. They do, however, check periodically for telephone messages. **If you need to talk to someone immediately and are having an emergency, CALL 911 or the 24-Hour National Crisis Hotline at 1-844-493-TALK (8255), or go to your nearest hospital emergency room.** If you require after hours emergency care, you are solely responsible for all cost arising from such care.

**Litigation Limitations:** If you are involved in divorce/custody litigation, your therapist/counselor’s role is not to make recommendation to the court concerning custody or parenting issues. The court can appoint professionals who have no prior relationship with family members to conduct an investigation or evaluations and to make recommendations to the court concerning parental responsibilities or parenting time in the best interest of your children. Any request to testify or participate in any litigation will be charged directly to the client at the rate listed above.

**Electronic Records:** Footsteps Counseling, LLC may keep and store records for each client electronically on Footsteps Counseling, LLC computers and some mobile devices. In order to maintain security, Footsteps Counseling, LLC employs the use of firewalls, antivirus software, passwords, and encryption methods to protect computers from unauthorized access.

In addition, Footsteps Counseling, LLC may also use electronic backup or storing systems either by using external hard drives, thumb drives or similar methods, or on a cloud based service. The cloud based records system Footsteps Counseling, LLC may change from time to time to enhance better records and customer service. This is to help prevent the loss or damage of records. Footsteps Counseling, LLC maintains the security of these backup devices through HIPAA compliant encryption and passwords. The cloud based backup and storing systems means that the backups are stored on computers that are connected to the internet. In order to maintain security of these backups Footsteps Counseling, LLC has employed the following procedures:

- Entered into a HIPAA Business Associates Agreement with the cloud based company. Because of this agreement, the company is obligated by federal law to protect these backups from unauthorized use or disclosure.
- The computers on which these backups are stored are kept in secure data centers, where various security measures are used to maintain the protection of the computers from physical access by unauthorized persons.
- The company employs various security measures to maintain the protection of these backup from unauthorized use or disclosure.

Generally speaking, the information provided by and to a client during therapy/counseling sessions is legally confidential if the therapist/counselor is a certified school psychologist, a licensed clinical social worker, a licensed marriage and family therapist/counselor, a licensed professional counselor, a licensed professional counselor – mental health, a licensed/certified addictions counselor or a licensed psychologist. If the information is legally confidential, the therapist/counselor cannot be forced to disclose information without the consent of the client. Information disclosed to a certified school psychologist, a licensed clinical social worker, a licensed marriage and family therapist/counselor, a licensed professional counselor, a licensed professional counselor – mental health, a licensed/certified addictions counselor or a licensed psychologist is privileged communications and cannot be disclosed in any court of competent jurisdiction in the State of South Dakota without the consent of the person/client whom the testimony sought relates to or a court ordered subpoena.

Exceptions to the general rule of confidentiality are in South Dakota Codified Law SL 1990 CH 313, § 27, SL 1998 ch 240, § 9 such situations in which the law requires disclosures include, but are not limited to the following:

1. Your therapist/counselor is required to report any suspected incident of child abuse or neglect to law enforcement and/or the appropriate agency (South Dakota Department of Social Services, Child Protection Agency).
2. Your therapist/counselor is required to report any suspected abuse or exploitation of an at-risk elder or the imminent risk of abuse or exploitation.
3. Your therapist/counselor is required to report any threat of imminent physical harm by a client, including the harm to a child, to law enforcement and to the person(s) threatened.
4. Your therapist/counselor is required to initiate a mental health evaluation of a client who is imminently dangerous to self or others, including the harm of a child, or who is gravely disabled as a result of a mental disorder.
5. Your therapist/counselor is required to report if he/she determines you are a danger to yourself or others, including those identifiable by their association with a specific location or entity.
6. Your therapist/counselor is required to report any suspected threat to national security to federal officials.
7. Disclosure may be required pursuant to Court Orders and subpoenas. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the therapy/counseling records and/or testimony by your therapist/counselor.
8. Disclosure may require during the course of supervision or consultation, the investigation of a complaint or civil suit filed against your therapist/counselor or Footsteps Counseling, LLC, or if otherwise ordered by the court of competent jurisdiction.
9. Your therapist/counselor will advise you of other situations where the law requires disclosure, should the situation arise. Provisions concerning disclosure of confidential communications do not apply to any delinquency or criminal proceeding, excepts as provided in South Dakota Codified Law 36-32-27, SL 1990 ch 313 §27; SL 1998 ch 240 § 9.

**You should also be aware of the following additional Confidentiality Policies of Footsteps Counseling, LLC:**

**Consultation:** In order to provide the best possible therapy/counseling treatment, your therapist/counselor consults with other professionals, such as supervisor, attorney, concerning his/her clients. In addition, the therapists/counselors at Footsteps

Counseling, LLC may consult with each other. The same confidentiality laws listed above bind all professionals with whom your therapist/counselor consults. The minimum amount of information necessary to consult will be disclosed. Signing this form gives your therapist/counselor permission to consult as needed to provide professional services to you.

**Consultation with Psychiatrist/Medical Professionals:** If a psychiatrist or other medical professionals is also seeing you for issues regarding or relating to your mental health, it is Footsteps Counseling, LLC policy to require a written authorization for your therapist/counselor to exchange information regarding your mental health treatment. If this is not a suitable arrangement for you, your therapist/counselor will assist you by offering referrals for you to be seen elsewhere.

**In Couples & Family therapy/counseling, when different people are seen individually,** your therapist/counselor will use his/her clinical judgment when revealing information disclosed in individual sessions. Should you reveal a “secret” to your therapist/counselor that you refuse to disclose to the others, and harms the therapeutic process, your therapist/counselor will terminate therapy/counseling. When possible you will be assigned a different individual and family therapist/counselor to minimize the conflict of interest.

#### **In Accordance with South Dakota Law**

If you see someone you know in the waiting room, please respect their confidentiality by not discussing their attendance of therapy with others.

Considering all of the above exclusions, upon your written request Footsteps Counseling will release information to any agency/person you specify unless your therapist and/or Footsteps Counseling concludes that releasing such information might be harmful. Records will only be released to outside parties when Footsteps Counseling is authorized to do so, in writing, by every member of the couple/family in treatment legally able to execute a waiver.

This form is compliant with HIPAA regulations and no medical or therapeutic information or other information related to your privacy, will be released without permission unless mandated by South Dakota Law as described in this form and the “Notice of Privacy Policies and Practices and Compliance with HIPAA Regarding Confidentiality of client records and dissemination of information”. Consistent with HIPAA guidelines authorization for release and consent for treatment will be automatically revoked one year after the signing date. You acknowledge that you have received Footsteps Counseling’s Notice of Privacy Policies and Practices and Compliance with HIPAA Regarding Confidentiality of Client Records and Dissemination of Information.

*My signature below affirms my informed and voluntary consent to enter therapy/counseling/counseling (and/or have my child/children enter therapy/counseling/counseling), and that I have read and understand the nature of confidentiality in therapy/counseling as set forth above. I have had an opportunity to ask questions and have had my questions answered satisfactorily. I affirm that prior to becoming a client of Footsteps Counseling, I was given sufficient information to understand the nature of therapy/counseling/counseling, including the possible risks and benefits. I understand and agree to abide by the office policies and procedure listed above. I have had an opportunity to ask questions and have had my questions answered satisfactorily. I acknowledge that I have read the preceding information (pages 1 through 7). I understand that I have full access to this form online at Footsteps Counseling's website. I acknowledge that if I wish to have a copy of the signed document, I may request one at any time. Such requests shall be submitted in writing. I understand that I can ask questions and raise concerns about the treatment at any time. I also understand that I may terminate therapy/counseling at any time by providing written notice to Footsteps Counseling, LLC. Therapy/counseling shall be terminated upon receipt of my written notice.*

\_\_\_\_\_  
Client Signature (or Parent/guardian)    Date

\_\_\_\_\_  
Client Signature (or Parent/Guardian)    Date

*Please indicate your relationship to the client if you are signing forms for a minor child/minor children in your care:*

**My relationship to the child/children is:** \_\_\_\_\_.

\_\_\_\_\_  
Therapist/counselor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature - If applicable

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrative Signature- (Person Receiving Form)(if Applicable)

\_\_\_\_\_  
Date