

LIVE AT PEACE MINISTRIES

COUNSELING SERVICES AND FEE AGREEMENT

Information Regarding Counseling Services

Goal. The immediate goal in counseling is to help clients gain insight into their situation and life in light of God's Word and His purposes. In order to address root problems, LAPM counselors strive to provide a safe and supportive environment to help clients identify and attend to their heart issues. Redemptive counsel may include both words of compassion and loving confrontation in an atmosphere of trust, encouragement and respect. The ultimate goal of counseling is to help clients grow in faith, knowledge, and love for Jesus Christ as He increasingly transforms them into His likeness.

Foundational Beliefs. LAPM counselors believe that the Bible is the Word of God concerning faith and life and that God has created human beings in His image and for His glory. The principles used in counseling are based on Scripture. LAPM counselors do not manipulate or force religion on clients, but strive to reflect the character and grace of Jesus Christ in all that is said and done. LAPM values information gained through medical sources, social science research, and psychology and finds this information often helpful in identifying problems and appropriate interventions. However, all interventions must meet the criteria of biblical faithfulness. When counselors suspect that there may be a medical component to a client's problem, they will request an evaluation by a physician or specialist. In some situations, counseling may be contingent upon this medical evaluation. Human bodies and spirits are intricately connected, and it is unwise to neglect either in the process of counseling.

Confidentiality. LAPM counselors are committed to guard any information entrusted to us. LAPM cannot guarantee confidentiality for clients participating in marital, family or group counseling, or when non-client participants are included in the counseling process, even while LAPM staff maintain the strictest confidence, because other session participants may choose to divulge information shared in the sessions, despite our encouragement for or expectation of confidentiality.

Exceptions to Confidentiality. There are times when LAPM counselors are legally, morally, and/or biblically obligated to share information with others. Such exceptions to confidentiality include, but are not limited to, situations where:

1. A counselor is informed of alleged or suspected child, adult with disabilities, or elderly person abuse or neglect if we believe that a child, adult with disabilities, or elderly person has been a victim of abuse, neglect, or domestic violence.
2. The client, or another specifically identified individual, is a perceived threat to self or others;
3. The counselor is subpoenaed and ordered by a judge to testify or release client information;
4. The client, or the client's parent or legal guardian, provides a valid, written consent to release information to a third party;
5. The client is under the age of 18 and the parent or legal guardian requests information about the client or the counseling progress; and/or
6. The counselor discerns the need to discuss the client's situation with their pastor and/or church officers for the purposes of providing pastoral assistance.

In these situations, the counselor will make their best effort to discuss this situation with the client and help the client act according to what the counselor understands to be in the client's best interests, before any action is taken. Counselors might confidentially consult with appropriate professional colleagues to seek greater wisdom in order to provide clients with the best possible counsel.

Philosophical Approach. Individuals from the client's immediate community who can provide insight, support, and encouragement may be invited to participate in counseling with the client's permission and invitation. LAPM encourages the participation of key individuals (pastors, mentor couples, etc.) to facilitate transformative growth. These non-client participants are nominated and approved by all clients involved in the counseling. In addition, LAPM

carefully screens, coaches, and prepares these non-client participants as to their role and executes a Counseling Participation Agreement with them prior to their involvement. At times, the counselor may discern that an intensive counseling process is advisable when the root issues of personal and relational struggles are long-term, pervasive, and unresponsive to a traditional counseling format. In this case, the counselor might advise the client to engage in an intensive process (several hours over several days) to more effectively identify, name, and deal with their heart issues.

LAPM is a Training Center. Because of LAPM's unique services, individuals pursuing counseling training often contract with LAPM to attend and observe counseling services. To fulfill our charter to train future service providers, LAPM provides clients the opportunity to permit no more than two trainees to attend the counseling session for the purpose of observation and learning. These observers are carefully screened and commit through a written contract to provide all clients of LAPM with the same level of confidentiality extended by LAPM staff members. Please check this box if you wish to include observers in your counseling sessions.

Records Release Policy. When clients receive *individual counseling*, the individual client file is considered privileged. The contents of this file will only be released pursuant to the client's valid written authorization, a valid subpoena, and/or a court order. When clients receive *marital, family or group counseling*, LAPM creates a joint client file. The contents of a joint client file may be released to any adult client participating in the joint counseling (with or without the other clients' consent) pursuant to a valid written authorization from the individual requesting the file. All other requests for copies of a joint client file require a valid subpoena, and/or a court order.

Privacy and Security Policy. All clients will be provided with the LAPM Privacy and Security Policy in a separate document. A signed acknowledgement of having received this policy is required prior to the onset of counseling services.

Financial Expectations

The client is responsible for all fees except those covered by an authorized **Third-Party Guarantee** or LAPM **Scholarship** Fund. The client agrees to the following terms for compensating LAPM for fees related to providing counseling services:

1. Estimated Costs (please check one).

Traditional or extended sessions. The client agrees to pay \$ _____ per _____ for counseling services at the _____. Counseling sessions may go longer than one hour and the client agrees to pay for actual time spent in counseling, and agrees to make payment at the time services are rendered.

Intensive sessions. The client acknowledges that they have reviewed the Estimate of Fees and Expenses provided by LAPM and understands that fees and costs may exceed this estimate and any additional costs will be the responsibility of the client. A Retainer of \$ _____ is required in advance of scheduling any intensive counseling services. Full payment for all costs, expenses, or services rendered in excess of those covered by the Retainer is expected upon receipt of our invoice following the conclusion of the counseling process. Any unused portion of this amount will be refunded by check following the conclusion of services, or applied to any balance due on your account. Alternatively, you may choose to donate any unused portion of the Retainer to help others who cannot afford the full cost of services. All donations are tax-deductible. Please initial here if you choose to donate any unused portion of your Retainer.

2. Fee Allocation. All fees and expenses incurred for counseling services shall be allocated as follows:

3. Payment Process. All payments may be made by check (preferred method of payment), credit card using LAPM's PayPal system, or electronic transfer (preferred method of payment for international clients).

a. **Checks:** All checks must be made payable to "LAPM" and must be delivered or mailed to: LAPM, 11469 Olive Blvd., Suite 217, St. Louis, MO 63141.

- b. **Credit Card:** If paying by credit card, select “PayPal Options” on the LAPM website (www.LiveAtPeace.org), and access the “Pay Now” button. ***For intensive services, please pay the amount on the Fees and Expenses Estimate for credit card payments (includes a 3% service charge).***
 - c. **Electronic Transfer:** Client(s) may request their personal bank to make an electronic transfer (often associated with a nominal fee) to LAPM, in U.S. dollars, by providing the following information:
 - i. Routing Number: 081000210
 - ii. Account Number: 152307375906
 - iii. SWIFT Number: USBKUS44IMT
4. Cancellation Policy. For traditional or extended counseling sessions, failure to cancel or reschedule a cancelling session within 24 hours of the scheduled appointment may result in being charged for the missing session. For intensive services, cancelling or rescheduling any part of the intensive counseling process, after this document has been signed by client and returned to LAPM, may result in the forfeiture of a portion of the Retainer. If a scheduled intensive counseling event is rescheduled or canceled, LAPM staff shall be compensated for all costs and fees incurred up to the time of rescheduling or cancellation.
- a. Rescheduling/cancellation more than 7 business days before event: no forfeiture
 - b. Rescheduling/cancellation on the 6th or 7th business day before event: forfeiture of 15% of the Retainer
 - c. Rescheduling/cancellation on the 4th or 5th business day before event: forfeiture of 25% of the Retainer
 - d. Rescheduling/cancellation on the 3rd business day before event or any time thereafter: forfeiture of 50% of the Retainer

Any refund due after the application of the Cancellation Policy will be paid by check within 30 days.

Dispute Process and Consent to Arbitration

By signing this agreement, I (the client) agree that any dispute with LAPM or any staff member arising from or related to this agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the *Rules of Procedure for Christian Conciliation*¹ promulgated by the Institute for Christian Conciliation, which are incorporated by reference hereon and which I/we agree to follow. I (the client) agree that judgment upon an arbitration decision may be entered in any court of competent jurisdiction. I (the client) agree that these methods shall be my/our sole remedy and expressly waive my/our right to file a lawsuit in any civil court for any claim arising out of or in any way related to this agreement, except as necessary to enforce an arbitration decision.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Consent for Counseling Services (electronic signatures are considered as valid as original signatures)

I have read the above information, and have had the opportunity to discuss it with my counselor. I understand what I can expect from counseling and consent to enter into counseling with _____ (counselor’s name and credentials).

Signature (type your full name for electronic signature): _____ Date: _____

¹ See *Guidelines for Christian Conciliation (ver. 4.5)* available for review at www.Peacemaker.net.