

CLIENT INFORMED CONSENT & COUNSELING AGREEMENT

EXPERIENCE & CREDENTIALS:

I am Licensed Marriage and Family Therapist in Florida, Texas, and California practicing in person in Largo, FL as well as through secure online platforms. I have been providing counseling and coaching with families, couples, children and adults for over fifteen years. I am also an Infant Mental Health Specialist and Early Intervention Specialist in which I have expertise in working with very young children from birth to 6 years of age.

COUNSELING & COACHING SERVICES:

Counseling and coaching services are very personal and are catered to meet your specific needs. We will discuss your needs and agree upon a plan and goals together. Services are available in the office, via secure interactive video, by phone, and private text messaging exchanges. I use an eclectic mix of therapy modalities including, psychodynamic therapy (the old school Freud stuff), family systems (how everyone works together), Imago Relationship Therapy (committing to grow and heal), The Gottman Method (increasing affection, closeness, and respect), Emotionally Focused Couples Therapy (expanding emotions for secure bonds), Narrative Therapy (focusing on solutions rather than pathology), as well as Play Therapy for little ones. The client may wish to participate in more traditional therapy services, life coaching services, or a combination of the two as it works best for each individual. Traditional therapy services focus more on feelings, insight, understanding, and the past as well as change and growth. Traditional therapy sessions often fit into more of a medical model in which a person is given a diagnosis and symptoms are treated. Life coaching tends to focus more on action, accountability, potential, and the future. Coaching services are a good fit for individuals who are emotionally and psychologically healthy and who want to make changes and move forward in their lives on personal and professional goals. Both counseling and coaching help clients identify feelings, needs, motivations, and explore and implement strategies to meet personal and professional goals.

PROFESSIONAL COUNSELING & COACHING RELATIONSHIP:

The professional relationship and collaboration between counselor and client is instrumental in the growth process. The positive working alliance is actually the greatest predictor of success in counseling outcomes over any one particular model of therapy. Appropriate boundaries must be maintained to secure a productive working relationship. The counseling relationship begins and ends in the context of the counseling session and any agreed upon support plan. Personal and/or business relationships undermine the effectiveness of the therapeutic relationship. While the therapist cares about the client, the counselor is not in a position to be a friend. Please discuss any questions, concerns, or feelings with the counselor directly.

APPOINTMENTS & CONTACT INFORMATION:

Appointments are made by contacting me at (727) 888-6497 between the hours of 8 a.m. and 8 p.m. any day or on my website directly. Messages can be left on this confidential voicemail as needed for scheduling appointments. Appointments are typically scheduled Tuesdays-Saturdays between the hours of 10:00am-9:00pm EST. The sessions will typically last 50 minutes. Sessions can take place in the Largo office at 10823 Seminole Blvd., 1B as well as online through a secure video and messaging. The appointments are typically scheduled once a week, or once every other week. The number of counseling/coaching sessions you will have depends on your needs and action plan. We will discuss the process of our therapeutic work on an ongoing basis. Appointments need to start and end on time, and excessive tardiness or cancellations may result in termination of services. Please notify the counselor at least 24-hours in advance to cancel or reschedule, or you will be charged \$50 for the missed appointment. The client consents for the counselor to communicate by mail, email, and phone at the addresses and phone numbers provided on the Client Intake Forms, and the client will advise the therapist in the event of any change of address or phone on the original intake forms. The client understands that e-mail and texting may not be confidential at all times.

BENEFITS & RISKS OF COUNSELING & COACHING:

The benefits of life coaching and counseling can include a better understanding of yourself, improved communication with friends and family, and more action towards your personal and professional life. This process may involve some risks too. Some clients experience a temporary increase in anxiety or discomfort before the long-lasting positive changes can occur. The success of our work together depends on the quality of the efforts on both our parts and the realization that you are responsible for lifestyle choices or changes that may result from the coaching and counseling process. Please discuss any questions or concerns regarding the benefits and risks throughout the counseling process.

PAYMENT & BILLING:

The fee for counseling & coaching services for individual sessions is \$125/50 min. either in the office or online. Couples & Family sessions are \$150/50 min. either in the office or online. Extended couples or family sessions are \$200/80 min. Brief mini-sessions by phone, in person, or online are \$65/30 min. Family home visit sessions are \$250/80 min. for new parents. Instant messaging mini-sessions are \$50/25min. Weekly Messaging Support is \$75 a week or \$250 per month. Payment will be made in full prior to the session by cash, check, or credit card. Weekly and Monthly Messaging Support will be billed in full the week prior for the next week or month regardless of the amount that the service is used. Credit cards can be securely kept on file to be charged each visit as agreed upon. I am an Out of Network Provider. Some services may be covered in part by your health coverage plan. Upon written request, the counselor/coach can provide you with documentation for you to personally submit to your insurance company. Providing a bill to your insurance company does bring about additional limits to your confidentiality as the third party payer may request a diagnosis, treatment plans, and other sensitive information regarding your treatment. Review the Notice of Privacy Practices, and ask any questions that you may have.

CONFIDENTIALITY:

Discussions between a counselor and a client are confidential. No information will be released without the client's written consent unless mandated by law. Possible exceptions to confidentiality include but are not limited to the following situations: child abuse; abuse of the elderly or disabled; abuse of patients in mental health facilities; sexual exploitation; AIDS/HIV infection and possible transmission; criminal prosecutions; child custody cases; suits in which the mental health of a party is in issue; situations where the therapist has a duty to disclose, or where, in the therapist's judgment, it is necessary to warn, notify or disclose; fee disputes between the therapist and the client; a negligence suit brought by the client against the counselor; or the filing of a complaint with a licensing board or other state or federal regulatory authority. In addition, when doing couples or family counseling or coaching, the family unit or couple is the client and all parties must sign a release of confidentiality for any part of the record to be released. All efforts are made to protect confidentiality and clients are discouraged from having their counselor/coach subpoenaed or having records provided for litigation since this can often bring about a conflict of interest and undermine the working therapeutic relationship. Although it is my goal to protect the confidentiality of your records, there may be times when disclosure of your records or testimony will be compelled by law. In the event disclosure of your records or testimony is required by you or by the law, you will be responsible for and shall pay the costs involved in producing the records and for the time involved in preparing for and giving testimony at the counselor/coaches's hourly rate of \$150/hour. Such payments are to be made prior to the time the services are rendered by the counselor. The counselor/coach may require a deposit for anticipated court appearances and preparation. Records will be kept by the counselor for the designated required time period in your state. FOR FURTHER INFORMATION REVIEW THE NOTICE OF PRIVACY PRACTICES FURNISHED TO YOU BY YOUR COUNSELOR IN CONJUNCTION WITH THIS CLIENT INFORMATION AND CONSENT DOCUMENT. If you have any questions regarding confidentiality, bring them to the attention of the counselor/coach when you both discuss this matter. By signing this agreement and consent form, you are giving your consent to me, the undersigned counselor, to share confidential information with all persons mandated by law and with the agency that referred you and you are also releasing and holding harmless the undersigned counselor/coach from any departure from your right of confidentiality that may result. **Duty to Warn:** In the event that I, the undersigned client, reasonably believe that I am a danger, physically or emotionally, to myself or another person, I specifically consent for the counselor to warn the person in danger and to contact any person in position to prevent harm to myself or another person, in addition to medical and law enforcement personnel, as well as my emergency contact person listed on my Intake Form. This information is to be provided at my request for use by said persons only to prevent harm to myself or another person. This authorization expires upon the termination of services with the undersigned counselor. I acknowledge that I have the right to revoke this authorization in writing at any time to the extent the undersigned counselor has not taken action in reliance on this authorization. I further acknowledge that even if I revoke this authorization, the use and disclosure of my protected health information could possibly still be permitted by law as indicated in the copy of the Notice of Privacy Practices of the undersigned counselor that I have received and reviewed. I acknowledge that I have been advised by the undersigned counselor of the potential of the redisclosure of my protected health information by the authorized recipients and that it will no longer be protected by the federal Privacy Rule. I further acknowledge that the services provided to me by the undersigned counselor/coach was conditioned on my providing this authorization.

ONLINE VIDEO SESSIONS:

Online counseling and coaching can often provide the client with more accessibility, flexibility and efficiency in reaching their goals. Video sessions are conducted using a user-friendly, confidential, and HIPAA compliant platform which involves secure interactive video. If the client chooses to use another voice or video method for sessions such as Face Time, Google Hangouts, or Skype, the client is informed that there are limitations on the confidentiality of these platforms and that they are not HIPAA compliant. Online video can be used for individual or group sessions. Many studies show that counseling using video can be just as effective as in person. Online based services may not be appropriate for your all situations. If we encounter technical difficulties or disruptions in service, the client agrees to call the therapist by phone.

MESSAGING SUPPORT:

Messaging Support is designed to be a convenient way to communicate with your counselor/coach on a regular basis in between face-to-face sessions for ongoing therapeutic work. This medium is intended for the client who may benefit by expressing themselves through writing or journaling and is seeking clarity through consistent collaboration with a counselor/coach. Messaging Support utilizes a mix of counseling and coaching strategies to help support, encourage, and motivate the client to reach their goals. Clients can participate in weekly and monthly messaging support plans. This allows the client unlimited messaging to the counselor/coach and the therapist will respond at least once a day as needed in response to the client's messages with the exception of Sundays, and agreed upon vacations or absences due to illness. The weekly messages will be deleted each week by the therapist and a summary note will be documented in your record. Clients that wish to engage in messaging support must also have at least one in person or online session each month. Clients can also choose to have an instant messaging exchange mini-session as needed. The therapist shall have the right to immediately terminate the messaging support relationship with the client if determined in the sole Provider's discretion, that the client has violated the terms and conditions set forth above or otherwise breached this agreement, or have engaged in conduct which the Provider determines to be unacceptable.

LIMITATION OF TELEMENTAL HEALTH SERVICES:

Online Sessions and messaging support are intended to provide quality information, support, and assistance with personal and professional issues. These services are not intended to diagnose or treat severe and persistent mental illnesses, work through significant past trauma, or provide traditional psychoanalytic psychotherapy. If any of the following apply, traditional face-to-face psychotherapy is more appropriate; 1. If you are in crisis or having thoughts of harming yourself (e.g. suicidal thoughts) or harming someone else (e.g. violent thoughts toward others) or psychotic symptoms. Please call 911 or 1-800-SUICIDE, which is the National Suicide Hotline or go to the emergency room. 2. If you are in an abusive or violent relationship. 3. If you have been severely and persistently depressed, anxious, or manic. 4. If you have serious substance abuse dependence issues. 5. If you are a minor (under 18 years old). If I assess that face-to-face or traditional psychotherapy is more appropriate, I will provide referrals.

SOCIAL MEDIA POLICY: This section outlines the office policies related to use of Social Media and how your coach/counselor conducts herself on the Internet as a mental health professional.

Facebook Business Page: Your therapist keeps a Facebook Business Page to share information about wellness, relationships, and parenting as well as practice updates with other Facebook users. All of the information shared on this page is available on your counselor's website and blog. You are welcome to view the Facebook Page and read or share articles posted there as you wish. Your counselor publishes updates on the Facebook page, her blog, and possibly other social media sites. There is no expectation that you will want to follow the page, blog or Twitter stream. There are more private ways to follow your counselor if you wish (such as using an RSS feed or a locked Twitter list), which would eliminate your having a public link to the content. You are welcome to use your own discretion in choosing whether to follow your counselor. Note that your counselor will not follow you back. This interaction could potentially have a negative influence on the working relationship. If there are things from your online life that you wish to share with your counselor, please bring them into your sessions where you can view and explore them together.

Interacting: Please do not use mobile texting or messaging on Social Networking sites to contact your counselor. These sites are not secure and your messages may not be read in a timely fashion. Do not use Wall postings, @replies, or other means of engaging with your counselor in public online if you have an already established client/counselor relationship. Engaging with your counselor/coach in this way could compromise your confidentiality. If you need to contact your counselor between sessions, please call by phone or the secure messaging system through the online platform.

Friending/Fanning: Your counselor does not accept friend or contact requests from current or former clients on any social networking site. Adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of the professional working relationship.

Use of search engines: It is not a regular part of this practice to search for clients on Google or Facebook or other search engines. Extremely rare exceptions may be made during times of crisis. If your counselor has a reason to suspect that you are in danger and you have not been in touch with her via your usual means (coming to appointments, phone, or email) there might be an instance in which using a search engine (to find you, find someone close to you, or to check on your recent status updates) becomes necessary as part of ensuring your welfare. These are unusual situations and if your therapist ever resorts to such means, she will fully document it and discuss it with you when you next meet. Your counselor does not follow current or former clients on Google Reader, and she does not use Google Reader to share articles. If there are things you want to share with your counselor that you feel are relevant to your treatment whether they are news items or things you have created, you are encouraged you to bring these items of interest into your sessions. You may find your counselor/coach on sites that list and review businesses. Many of these sites automatically add listings regardless of whether the business has added itself to the site. If you should find your counselor's listing on any of these sites, please know that the listing is NOT a request for a testimonial, rating, or endorsement from you as her client. Of course, you have a right to express yourself on any site you wish. But due to confidentiality, your counselor cannot respond to any review on any of these sites whether it is positive or negative. Your counselor urges you to take your own privacy seriously. You should also be aware that if you are using these sites to communicate indirectly with your counselor out your feelings about our work, there is a good possibility that she may never see it. If you are working together, your counselor hopes that you will bring your feelings and reactions to the therapy work directly into the counseling/coaching process. This can be an important part of the relationship, even if you decide your counselor is not a good fit. If you do choose to write something on a business review site, your counselor hopes you will keep in mind that you may be sharing personally revealing information in a public forum.

Location Based Services: If you use location-based services on your mobile phone, you may wish to be aware of the privacy issues related to using these services. Your counselor does NOT place this practice as a check-in location on any sites. However, please be aware that if you are intentionally "checking in" from this office or if you have a passive LBS app enabled on your phone, it is possible that others may surmise that you are a client.

Hold Harmless: I agree to hold harmless the Provider, Debbie Cherry, LMFT, from and against all losses, expenses, damages and costs, including reasonable attorney's fees, relating to or arising from any information loss due to technical failure, my use of the internet to communicate with the Provider or the use of the Provider's website, any arrangements you make based on information obtained by the Site, any products or services obtained through the Site. The Provider does not warrant that the functions contained in any materials provided will be error or virus-free from the Provider's website or server that makes such site available.

Dispute Resolution: It is agreed between The Client, his or her assigns, family and estate and The Counselor that any controversy or claim arising out of or relating to The Agreement, or the breach of this agreement, shall be settled by arbitration by an accredited individual or organization with an arbitrator whom we mutually agree upon.

Grievance/Complaint: Please discuss any concerns you may have with your counselor. You have the right to file a confidential grievance if you have any unresolved concern regarding the counselor or the counseling process. Any grievance should be addressed to the state board for Marriage & Family Therapists in your state (FL, CA, TX).

After Hours Policy/Procedure: If you need to contact your counselor/coach at any time, you may do so by leaving a message on the confidential voice mailbox at (727) 888-6497. If you are in an EMERGENCY situation, you will need to call 911 or the 24-hour Crisis Helpline at (800) 273-8255 (adults) & (800) 843-5200 (teens). You may also wish to go to a hospital emergency room for evaluation if you are concerned that you may be suicidal or homicidal. If you are in a crisis situation, I will schedule an appointment as soon as possible.

Death or Incapacity Plan: I acknowledge that, in the event the undersigned counselor becomes incapacitated or dies, a designated competent mental health professional will have your file and make appropriate disposition.

CONSENT TO SERVICES: I, voluntarily, agree to engage in counseling and coaching services from the undersigned counselor/coach. I understand and agree that I will participate in the planning and process of the coaching and that I may stop such services at any time. I agree that, if I am participating in therapy with the counselor, I reside in Florida, California, or Texas and am 18 years or older. In the case of a minor, I do hereby state that I am the legal guardian with the authority to provide consent for mental health treatment and have provided documentation. By signing this consent, I, the undersigned client, acknowledge that I have both read and understood all of the terms and information contained herein. Ample opportunity has been offered to me to ask questions and seek clarification of all the terms of this agreement. *I have also received a copy and read the Notice of Privacy Practices regarding my Protected Health Information and have had the opportunity to ask questions about and understand these policies.* Your signature below, as The Client, acknowledges that you have read the information contained in The Client Agreement and Informed Consent; and indicates your assent to the terms of The Agreement; and signifies your assurance that you will abide by its terms during our professional relationship. The parties to The Agreement will hold duplicate originals of this document which have been signed and dated by both parties.

X _____
Client's Signature

Date

X _____
Additional Client's or Guardian's Signature

Date

As witnessed by: _____
Debbie Cherry, LMFT

Date