



Therapy Agreement, Policies & Consent

PART 1: CONFIDENTIALITY

Anything said in therapy is confidential and may not be revealed to a third party without written authorization, *except* for the following limitations:

- **Child Abuse** - Child abuse and/or neglect, which include but are not limited to domestic violence in the presence of a child, child on child sexual acting out/abuse, physical abuse, etc. (Florida statute 39.201). If you reveal information relative to child abuse or child neglect, I am required by law to report this to the appropriate authority.
- **Vulnerable Adult Abuse** - Vulnerable adult abuse or neglect (Florida statute 415.1034). If you reveal information vulnerable adult or elder abuse, I am required by law to report this to the appropriate authority.
- **Self-Harm:** Threats, plans or attempts to harm oneself – I am permitted under such instances to take steps to protect your safety which may include the disclosure of confidential information. (Florida statute 491.0147 and Chapter 394).
- **Harm to Others:** Threats regarding harm to another person (Florida statute 491.0147). If you threaten bodily harm or death to another person, I am permitted by law to report this to the appropriate authority.
- **TRIAL, COURT ORDERED APPEARANCES, LITIGATION, DEPOSITIONS**
Please be advised that the therapists, therapist interns and staff of Modern Counseling Solutions do not participate in person, by phone or in writing in any court related matter that the client of Modern Counseling Solutions may be a party to or become a party to in any way. The therapists and interns of Modern Counseling Solutions do not write letters regarding their client's treatment to any entity, including court. The therapists and interns of Modern Counseling Solutions at no time will offer an opinion or recommendation in any court matter, especially as it relates to custody.

If a court order is served and is requesting that a therapist or therapist intern of Modern Counseling Solutions be present in person and or there is a request for records, the client's consent will be requested before turning over confidential information. When obtaining this consent, the client will be told exactly what has been requested by court and there is no guarantee that the information will be kept confidential. This includes a client's mental health history; current status and inclusive records and may not be in the best interests of the client. The therapist client relationship does not render the therapist as an advocate. The therapist will withhold any opportunity to engage in a dual relationship with the client.

Court Policy & Fees

Please be advised that should a therapist or intern from Modern Counseling Solutions be ordered by court to write a letter to the court, the time shall be billed at \$200 per hour. This rate is also applicable to Depositions required by Modern Counseling Solutions clinicians and interns.

Please be advised that should a therapist or intern from Modern Counseling Solutions be court ordered to appear in court, the fee stipulation is as follows – note that these fees are applicable from time of subpoena, regardless of whether the therapist or intern appears in court, as subpoenas require significant time for preparation, as well as rescheduling of other Modern Counseling Solutions clients by Modern Counseling Solutions staff:

- • \$1,000 per day plus \$200 per hour for travel to and from the court.
- • \$200 per hour for preparation.



All therapists and interns of Modern Counseling Solutions will **NOT** be ON-CALL at anytime. Should a case be trailed, the therapist will be paid in full for each day as well as an additional \$1,000 per day as it hinders the therapist's or intern's ability to be available to their other clients.

All court fees (full day rate, estimated travel time and estimated preparation) must be received by cashier's check or credit card 14 days prior to the court date. ***If necessary, Modern Counseling Solutions will charge the card on file for court fees and services.*** Should the court calendar the hearing for another date, the therapist or intern must be re-issued a court order with the new court hearing date.

Should the therapists or interns be on vacation, the party initiating the court order must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena.

- **Court Ordered Therapy:** If you are in therapy ordered by the court and the court requests records or documentation of your participation in services, the information/documentation that will be discussed/sent on your behalf will be discussed with you prior to information being sent to the court.
- **Written Request:** Your specific request, in writing, to disclose information regarding your psychotherapy to you or to a third party. In the case of notes documenting or analyzing the contents of conversation during a private counseling session ("process notes"), I reserve the right to provide to you or the authorized third party a report of examination or treatment in lieu of copies of the actual records, unless the third party is a treating psychotherapist (Florida Statute 456.057 and HIPAA Privacy Rule). If therapy sessions involve more than 1 party, ALL parties over the age of 18 MUST consent to release of requested information prior to information being released.
- **Fee Disputes:** In the case of a credit card dispute, I reserve the right to provide the needed and adequate documentation i.e. your signature on the "Therapy Agreements and Consent" that covers the cancellation policy to your bank or credit card company should you dispute a charge that you are financially responsible for. If you have a financial balance, you will be sent a bill to the home address on the intake form unless you advise me otherwise.
- **Couples Counseling & "No Secret" Policy:** When working with couples, all laws of confidentiality exist. I request that no separate party of the couple attempt to triangulate me into keeping a "secret" that is detrimental to the goal of therapy for the couple. If one party of the couple requests that I keep a "secret" in confidence, I may choose to end the therapy and give you referrals for other therapists as our work and your goals then become counter-productive.
- **Dual Relationships & Public:** My relationship with you is strictly professional. In order to preserve this relationship, it is imperative that we do not have any relationship outside the counseling relationship such as a friendship, business, or social relationship. If we have contact in a public setting, I will not acknowledge you in any way that would jeopardize your confidentiality. Should you choose to acknowledge me, I may not be able to protect your confidentiality.
- **Social Media:** If you choose to connect with me on any of my professional (not personal) social media outlets such as Facebook, LinkedIn, Pinterest, Instagram, or Twitter, you do so at your own risk. I will do my best to protect your identity. However, if you choose to comment on my pages or posts, you do so at your own risk and I cannot be held liable if someone identifies you as a client.
- **Electronic Communication:** Email offers an easy and convenient way for therapist and client to communicate, but can also introduce unique challenges into the therapist-client relationship. Below are some guidelines for contacting me using e-mail. **Do not use e-mail for emergencies.** If it's an emergency, consult with an emergency room. E-mail is not a substitute for seeing me and I do not address clinical matter via e-mail. If you think that you might need to be seen, please call and book an appointment. E-mails should not be used to communicate sensitive medical or mental health information. **E-mail is not confidential.** Be aware that if you send e-mails from your work, your employer has the legal right to read your e-mail. E-mail is a part of your record



- **BENEFITS/OUTCOMES:** Participating in therapy can result in numerous benefits, including improving intrapersonal and interpersonal relationships, resolving the concerns that led you to therapy. Therapy will seek to meet goals established by all persons involved, usually revolving around a specific complaint(s). A major benefit that may be gained from participating in therapy includes a reduction in distress and a better ability to handle or cope with personal, relational, family, work, and other problems as well as stress. Another possible benefit may be a greater understanding of personal and relational goals and values; this may lead to greater maturity and happiness as an individual and increased relational harmony. Other benefits relate to the probable outcomes resulting from resolving specific concerns brought to therapy. I will do my best to assess progress on a regular basis and solicit your feedback regarding the therapeutic process to help provide you with the most effective therapeutic services. I can make no guarantees as to the ultimate outcome of therapy.
- **EXPECTATIONS:** Work outside of the counseling sessions is an essential aspect of change. I may assign tasks between sessions related to your goals. My commitment is to work as efficiently as possible, but at the same time, therapy may move more slowly than you anticipated. We will collaborate to identify your therapeutic goals and will periodically review your progress toward them.
- **EXPECTATIONS OF YOU, THE CLIENT:** Please view your therapy experience as a commitment to yourself – one that will allow gains for you today and well into the future. You will achieve the best results by our meeting weekly or bi-weekly as you gain tools and move towards your goals. We want to set you up for a successful therapy experience; therefore, we schedule a multiple sessions out from the beginning and evaluate progress as we go along. As you make progress, we will discuss new goals and/or spacing out sessions. By signing this consent, you are agreeing to this process and have considered the investment of time, energy, and finances to work with our team.
- **RISKS:** In working to achieve these potential benefits, the therapeutic process requires that actions be made to change and may involve experiencing discomfort. Therapeutically resolving unpleasant events and relationship patterns may arouse intense, unexpected feelings. Seeking to resolve problems can similarly lead to discomfort as well as relational changes that may not be originally intended. We will work together for a desirable outcome; however, there is a possibility that the goals of therapy will not be met. We will review your progress at regular intervals and modify our treatment plan as needed.
- **In Regards to Teens/Parents/Families:** In working to achieve goals of therapy for teen clients and their parents/families, please note that Modern Counseling Solutions views treatment of teens as a collaboration with their parent(s). Therefore, parent(s) will attend the first appointment with their teen, as well as periodic subsequent appointments as discussed with the therapist. Should a parent(s) have concern regarding their teen, this concern should be brought to the therapist – individually or as a family – with the therapist during session. Parent(s) may also communicate with the clinician via the HIPAA compliant online platform, as these are clinical matters that must be recorded in the teen’s clinical file. Please note that, outside of scheduled phone therapy sessions, clinical issues cannot be addressed by the therapist by phone, or via email.

PART II: THERAPEUTIC PROCESS

- **Intake Phase** – The Intake Phase includes gathering history, as well as an Assessment and Goal Development/Treatment Planning. During this phase we will discuss the process, structure, policies and procedures of therapy. The Intake/Assessment/Goal Development/Treatment Planning phase occurs during the first 1-3 sessions. We will need to spend some time (usually brief) exploring your experiences both surrounding the presenting complaint(s) and outside the realm of your complaint(s).
- **Assessment Phase** – An initial evaluation may last from 2-4 sessions. During the assessment phase I am getting to know and understand you, your worldview, strengths, concerns, needs, family and relationship dynamics, etc. During this phase I am gathering a lot of information. During this phase it may not feel like we are moving forward quickly, but it is imperative for me to gather this information to assist you the best I can. During this time, we both decide if I am the best person to provide therapeutic services for your



specific needs. If you or I determine that I am not the best person to address your needs and treatment plan, then referrals will be made for a more appropriate treatment provider.

- **Goal Development/Treatment Planning** – After we have explored and developed sufficient background to proceed, we will collaboratively identify specific goals for therapy. Therapy is best concluded through mutual agreement among the participants, including myself as therapist, and will be directly tied to sufficient progress toward and/or the achievement of the goals we set together. If you are court ordered, we encompass both what is important to you and what the court is requiring of you into the goal. If you are court ordered, it is important to provide copies of documents from the court that states what needs to be addressed during our counseling sessions. After the goal is completed we will both sign the goal and you will receive a copy.
- **Intervention Phase** – This occurs anywhere from session 2 until graduation/discharge/termination. This phase requires effort both in session and completing any agreed upon assignments outside of session. You will maximize therapy by implementing solutions discussed during session. During this phase we will review your progress and make any adjustments to your goals as needed. If at any time you have questions about what I am attempting to do or where we are headed, please do not hesitate to ask.
- **Graduation/Discharge/Termination** – As you progress and get close to completing your goals we will collectively discuss your progress, make a transition plan and decide on the date of graduation/discharge/termination.
- **COPIES OF MEDICAL RECORDS:** Should you request a copy of your medical records they will be dispensed at \$2 per page. Payment for your medical records will be due prior or upon receipt of them and can be picked up at our office please allow at least 2 weeks to prepare your records. You will also need to sign a release for medical records to be dispensed to either you or designated party, and I reserve the right to provide a summary of process notes, in lieu of the actual notes, as described above.
- **PHONE CONTACTS AND EMERGENCIES:** Office hours are from 9:00 am to 5:00 pm, Monday through Friday. If you need to contact me for any reason please call 352-584-1062, leave a voicemail, and our Client Care Coordinator will get back to you within 24 business hours. In emergency situations, you can access emergency assistance by calling the National Suicide Prevention Lifeline at 1-800-273-8255 or go to the nearest emergency room. If you are in crisis, dial 211, or simply dial 911 if either you or someone else is in danger of being harmed.
- **LENGTH OF THERAPY:** Therapy sessions are typically weekly for 50 minutes, depending upon the nature of the presenting challenges. At times, individual or couples will choose 75 minutes sessions or more than one session weekly for more intensive work with faster results. It is difficult to initially predict how many sessions will be needed, but we will collaboratively determine from session to session how much longer therapy is recommended. It is important that you and your therapist work together to determine the most appropriate time to end weekly therapy sessions. Know that we aim to work ourselves out of a job and want you to reach your goals. However, a reduction in crisis is not the same as completion of goals. Please know that, should you decide to “take a break” from weekly therapy sessions, we will not be able to hold your standard appointment time and you will be moved to an “inactive” status after not attending sessions for four consecutive weeks. You will then be held to any new policies/procedures/fees that have been implemented in the meantime.
- **APPOINTMENTS AND CANCELLATIONS:**
- **FEES:** The initial 90-minute session is \$100.00 in order to allow for additional time to learn about you and set goals for your time in therapy. This will also be the time that we will review structure, policies, and procedures of the therapeutic process. Our fee for each 50-minute session is \$50.00. This fee will be automatically processed to your credit/debit card on file the day of your appointment. There may be instances in which we discuss the benefit of a longer, 75-minute session (an initial Accelerated Resolution Therapy session or more intensive couple’s session). The purposes and benefits will be reviewed, and the longer session clearly noted. The fee for a 75-minute session is \$75.00. I reserve the right to terminate our counseling relationship if more than 2 sessions are missed without proper notification. I charge my hourly rate in quarter hours for phone calls over 10 minutes in length, email correspondence, reading assessments or evaluations, writing assessments or letters, and collaborating with necessary professionals (with your



permission) for continuity of care. All costs for services outside of session will be billed to your credit/debit card on file.

EMERGENCY CONTACT:

It is necessary that **Modern Counseling Solutions** has someone to contact on your behalf. In case of an emergency who should we contact? I agree to allow **Modern Counseling Solutions** to contact my emergency contact on my behalf in the case of emergency

Emergency Contact Name	Relationship	Phone Number
Type Your Name	Signature	Date

PART III: HEALTH INSURANCE

INSURANCE: *Please note that Modern Counseling Solutions is currently not a provider of any insurance company at this time. We are working diligently towards becoming an in-network provider for insurance companies.*

When we become a provider and when you choose to use your insurance, I am required to give you a mental health disorder diagnosis that goes on your medical record. I am not required to tell you what I am diagnosing you with but as best practice it is my policy that we collaborate on this information. You may have had a previous diagnosis from another treatment provider. After my assessment, if I clinically determine that you have the same diagnosis I will use that diagnosis. If I assess you and clinically determine otherwise I will discuss that information with you before providing you with either a new diagnosis or secondary diagnosis. It is also important to note that some psychiatric diagnoses are not even eligible for reimbursement. This is often true for marriage/couples and family therapy as well.

POTENTIAL NEGATIVE IMPACTS OF A DIAGNOSIS– Insurance companies require the therapist to give you a mental health diagnosis (i.e., “major depression” or “obsessive-compulsive disorder”) in order for you to get out of network reimbursement. Psychiatric diagnoses may come back to negatively impact you in the following ways:

1. Denial of insurance when applying for disability or life insurance;
2. Company (mis)control of information when claims are processed;
3. Loss of confidentiality due to the increased number of persons handling claims;
4. Loss of employment and/or repercussions of a diagnosis in situations that require revealing that you have a mental health disorder diagnosis. This includes but is not limited to applying for job applications, applying for financial aid, and concealed weapons permits.
5. A psychiatric diagnosis can be brought in a court case such as a family law, criminal, etc.

It is important for you to know some of the ways having a diagnosis can impact you, so you can empower yourself in regards to your health and medical records. At times having a diagnosis can be helpful such as in the case of a child needing extra services in the school system or a person being able to receive disability.



After reading our position on why we don't accept health insurance, you still may decide to use your health insurance. If you provide me with a list of therapists on your insurance provider list, I will do my best to recommend a therapist for you.

PART IV: CONSENT

1. I have read and understand the information contained in the consent and therapy agreement. I have discussed any questions that I have regarding this information with **Modern Counseling Solutions**. My signature below indicates that I am voluntarily giving my informed consent to receive counseling services and agree to abide by the agreement and policies listed in this consent. I authorize **Modern Counseling Solutions** to provide counseling services that are considered necessary and advisable.

2. **Consent to Treatment of Minor Child(ren): I hereby certify that I have the legal right to seek counseling treatment for minor(s) in my custody and give permission to Modern Counseling Solutions to provide treatment to my minor child(ren).** If I have unilateral decision-making capacity to obtain counseling services for my minor, I will provide the appropriate court documentation to **Modern Counseling Solutions** prior to or at the initial session. Otherwise, I will have the other legal parent/guardian sign this consent for treatment prior to the initial session.

Printed Name of Minor	Child Date of Birth	Date

** Your signature also signifies that you have received a copy of the "Therapy Agreement and Consent" for your records. If you initially received this paperwork through email it will be considered that you have an electronic copy. If you did not receive this through email you can be provided a copy per your request.*

Printed Name	Signature	Date

