

Seed 4 Life Counseling

Informed Consent and Release of Liability

INTRODUCTION: This agreement is intended to provide the Client with important information regarding the practices, policies and procedures of Seed 4 Life Counseling and to clarify the terms of the Professional Counselor Relationship between Counselor and Client. Any questions or concerns regarding the contents of this Agreement should be discussed prior to signing it.

APPROACH TO COUNSELING: Our approach is rooted in the Biblical narrative believing that the redemptive work of God is found in relationship. Each individual has his or her unique story written with sorrow, pain, failure, hope, and joy. Our desire is to walk with our Clients in the places of struggle and replace the lies our Clients believe with Biblical truths as they become more the man or woman God has created them to be. This means there are no easy answers or quick fixes. Ultimately our hope is to train our Clients to hear God for themselves, allowing them to step into their story with more freedom and dignity.

REQUIREMENTS TO BEGIN COUNSELING: The understanding and completion of the "New Client Registration Form", as well as the Client receipt, review and agreement of our "Terms of Service", "Statement of Beliefs" and this "Informed Consent and Release of Liability" are required for counseling services to commence.

PROCESS OF COUNSELING: Counseling is a process in which we discuss a myriad of issues, events, and experiences for the purpose of growth so Clients can experience life more fully. Counseling is a joint effort between Client and Counselor. Progress may vary from Client to Client. Factors related to the process of growth and change could include, but are not limited to, frequency of sessions, the level of engagement by the Client, and the issues being addressed in counseling. Personal growth and change may be easy and swift at times, but may also be slow and frustrating. Client should address any concerns he or she has regarding his or her progress in counseling with Counselor.

RECORD AND TESTIMONY: Your Counselor will not voluntarily participate in any litigation, or custody dispute in which Client and another individual, or entity, are parties. We have a policy of not communicating with Client's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in a legal matter unless agreed upon at beginning of the counseling relationship. We will generally not provide records or testimony unless compelled to do so. Should we be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving a Client, Client agrees to reimburse Seed 4 Life for any time spent for preparation, travel, or other time in which we have made myself available for such an appearance at our usual counseling hourly rate.

COUNSELOR-CLIENT PRIVILEGE: The information disclosed by a Client, as well as any records created, is subject to the Counselor-Client privilege. The Counselor-Client privilege results from the special relationship between Counselor and Client in the eyes of the law. It is akin to the attorney-Client privilege or the doctor-patient privilege. If Seed 4 Life received a subpoena for records, deposition testimony, or testimony in a court of law, we will assert the Counselor-Client privilege on Client's behalf until instructed, in writing, to do otherwise by Client or Client's representative. Client should be aware that he or she might be waiving the Counselor-Client privilege if he or she makes his or her mental or emotional state an issue in a legal proceeding. Client should address any concerns he or she might have regarding the Counselor-Client privilege with his or her attorney.

CONFIDENTIALITY: All communications between you and your Counselor will be held in strict confidence unless you provide written permission to release information about your treatment. If you participate in marital or family counseling, your Counselor will not disclose confidential information about your treatment unless all person(s) who participated in the treatment with you provide their written authorization to release. (In addition, your Counselor will not disclose information communicated privately to him or her by one family member, to any other family member without written permission.)

There are exceptions to confidentiality. For example, Counselors are required to report instances of suspected child or elder abuse. Counselors may be required or permitted to break confidentiality when they have determined that a Client presents a serious danger of physical violence to another person or when a Client is dangerous to him or herself. In addition, a federal law known as The Patriot Act of 2001 requires Counselors (and others) in certain circumstances, to provide FBI agents with books, records, papers and documents and other items and prohibits the Counselor from disclosing to the patient that the FBI sought or obtained the items under the Act.

Please note: Due to our desire to protect our Client's confidentiality, we do not engage our Clients in any form of social media (e.g. Facebook), counsel via texting or unscheduled phone calls. To that same end, if your Counselor sees you in an environment outside of the counseling office, he or she will not typically initiate contact with you or engage you first in conversation. Again, the purpose of this behavior flows out of a desire to protect our Client's confidentiality.

MINORS AND CONFIDENTIALITY: Communications between the Counselor and Clients who are minors (under the age of 18) are confidential. However, parents and other guardians who provide authorization for their child's care are sometimes involved in their treatment. Consequently, your Counselor, in the exercise of his or her professional judgment, may discuss the treatment progress of a minor Client with the parent or caretaker. Clients who are minors and their parents are urged to discuss any questions or concerns that they have on this topic with their Counselor.

TERMINATION AND COUNSELING: The *Counselor* reserves the right to terminate counseling at their discretion. Reasons for termination include, but are not limited to, untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, failure to participate in counseling, Client needs are outside of the scope of competence or practice, or Client is not making adequate progress in counseling. The *Client* has the right to terminate counseling at his or her discretion.

Upon either party's decision to terminate counseling, the Counselor will generally recommend that Client participate in at least one, or possibly more, termination sessions. These sessions are intended to facilitate a positive termination experience and give both parties an opportunity to reflect on the work that has been done. Seed 4 Life will also attempt to ensure a smooth transition to another Counselor by offering referrals to our Client.

FREEDOM FROM HARM AGREEMENT: In consideration of the nature of Counseling as a process in which we discuss a myriad of issues, events, and experiences, the receipt whereof is hereby acknowledged, you hereby indemnify and hold harmless, release, remise and forever discharge and covenant not to sue or hold legally liable Seed 4 Life Counseling, Rick S. Underhill and/or Dan Sullivan, from any and all claims, demands, damages, actions or causes of action whatsoever related to the counseling process.

ACKNOWLEDGEMENT AND RELEASE OF LIABILITY: By indicating below, you acknowledge that you have reviewed and fully understand the terms and conditions of this Agreement. You have discussed such terms and conditions with your Counselor, and have had any questions with regard

to its terms and conditions answered to your satisfaction. You agree to abide by the terms and conditions of this Agreement and consent to participate in counseling with your Counselor.

Revision Date 2/2/2020