



M. Joy Young, LCSW, CPC
Portland Lifestyle Counseling, LLC
503-309-1163

Agreement and Consent for Coaching Services

This is a lengthy form, please read carefully before signing.

CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (client's) written permission, except where disclosure is required by law.

Oregon Law requires the following exceptions to absolute confidentiality:

- **If a coach is subpoenaed to testify in court, she may have to share information without your permission.** Disclosure may be required pursuant to legal proceedings by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the counseling records and/or testimony by the counselor. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. The coach will use her clinical judgment when revealing such information. The coach will not release records to any outside party unless she is authorized to do so by all adult family members who were part of the treatment.
- **If a coach learns from a client or when there is reasonable suspicion that child physical, sexual, emotional abuse and /or neglect has occurred,** state law requires that counselor make a report to state authorities or local police.
- **If a client tells a coach that she/he intends or plans to murder or bring serious harm to an individual or others or to property** the coach is required to disclose this information to the police and warn the potential victim.
- **If the client discloses intent to harm themselves or presents as a danger to themselves or are gravely disabled or when a clients family member communicates to the coach that the client presents a danger,** the coach is required to assure your safety and if she can not, is required to disclose this information by reporting this to the police. Emergencies: If there is an emergency curing our work together, where the counselor becomes concerned about your personal safety, the possibility of you injuring someone else or about you receiving proper, psychiatric care, she will do whatever she can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, she may also contact the person whose name you have provided on the biographical sheet.

In all of the above situations, you would be informed BEFORE any disclosure of information if at all possible.

Both custodial and non-custodial parents have the legal right to access the treatment records of their minor child (children).

Consultation: The coach consults regularly with other professionals regarding his clients; however, client's identity remains completely anonymous, and confidentiality is fully maintained.

E - Mails, Cell phones, Computers and Faxes: It is very important to be aware that computers and e-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, in particular are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Additionally, the coach's e-mails are not encrypted. Faxes can easily be sent erroneously to the wrong address. The coach's computers are equipped with a firewall, a virus protection and a password and he also backs up all confidential information from his computers into CDs on a regular basis. The CDs are stored securely off-site. Please notify the coach if you decide to avoid or limit in any way the use of any or all communication devices, such as e-mail, cell-phone or Faxes. If you communicate confidential or highly private information via e-mail, the coach will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and he will honor your desire to communicate on such matters via e-mail. Please do not use e-mail or Faxes for emergencies.

Phone or E-Mail Therapy: The counselor does offer telephone coaching only and does not provide telephone therapy/counseling. Coaching is not used to treat or diagnose a mental disorder and can not be used in place of therapy. Coaching is for personal growth and goal achievement – not for treatment of mental health issues. Coaching can be offered via telephone or face to face.

Records and Your Right to Review Them: Both the law and the standards of the counselor's profession require that she keeps appropriate treatment records.. Unless otherwise agreed to necessary the coach retains clinical records only as long as is mandated by Oregon state law. If you have concerns regarding the records please discuss them with the coach. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when the coach assesses that releasing such information might be harmful in any way. In such a case the coach will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, upon your request, the coach will release information to any agency/person you specify unless the coach assesses that releasing such information might be harmful in any way.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact the coach between sessions, please leave a message on the answering service (503) 309-1163 and your call will be returned as soon as possible. The coach checks her messages a few times during the daytime only, unless he is out of town. **The coach is not available for 24 hour a day for crisis telephone calls, emails, or emergencies and does not use a pager service.** If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away call Multnomah County 24 hour a day crisis line at 503-988-4888 if you live in Portland, your primary care physician, or call 911. You can also go to your local emergency room. Please do not use e-mail or Faxes for emergencies. The counselor does not always check his e-mail or Faxes daily.

PAYMENTS & INSURANCE REIMBURSEMENT: Clients are expected to pay the standard fee of **\$75.00 per 50 minute session** (unless a sliding scale fee has been decided by the counselor. If so that fee is _____).

Payment is expected at the end of each session unless otherwise agreed.

There is a \$6.00 charge for NSF checks.

Other services available as an adjunct to counseling include flower essence consultations. This is a separate service. If you are interested please ask for more information.

Telephone conversations of no more than approximately 5 minutes between sessions are available at no charge – beyond that time you will be charged for the telephone session (see service and fee schedule for cost). Please notify the coach any problems arise during the course of coaching regarding your ability to make timely payments. The coach can use legal or other means (courts, collection agencies, etc.) to obtain payment.

THE PROCESS OF COACHING AND SCOPE OF PRACTICE: Participation in coaching can result in a number of benefits to you, including achieving a life goal, increased accomplishments, and the resolution of what led you to seek coaching. Working toward these benefits, however, requires effort on your part. Coaching requires your very active involvement, honesty, and openness in order to accomplish your coaching goals. The coach will ask for your feedback and views on your coaching, its progress and other aspects of the coaching and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. Coaching may result in decisions about changing behaviors, employment, schooling, housing or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Coaching is generally a positive and uplifting experience. The coach expects you to determine what is best for you. To achieve personal growth, wellness and life goals requires that the client make a commitment to their own good health and that all actions and decisions belong to the client and the client is responsible for the results of those choices and actions not the coach. The coach does not guarantee any particular outcome and the client is not under any obligation to follow any recommendations made by the coach. The coach provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within his scope of practice. Coaching will consist of sessions that will target goals established by the client, time line for accomplishment, and evaluation of results.

Termination: As set forth above, after the 15 minute laser session and after the first initial face to face session the coach will assess if she can be of benefit to you. **The coach does not accept clients who, in her opinion, she cannot help.** In such a case, she will give you a referral to a coach if requested who you can contact. If at any point during coaching the coach assesses that she is not effective in helping you reach your coaching goals or that you are non-compliant she is obligated to discuss it with you and, if appropriate, to terminate coaching. In such a case, she would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, the coach will talk to the coach of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another coach, the counselor will assist you with referrals, and if he has your written consent, he will provide her or him with the essential information needed. You have the right to terminate coaching at any time. If you choose to do so, if appropriate, the coach will offer to provide you with names of other qualified professionals.

CANCELLATION: Since the scheduling of an appointment involves the reservation of time specifically for you, **a minimum of 48 hours (2 days) notice is required for re-scheduling or canceling an appointment.** Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification.

If the coach is unable to keep an appointment without giving you 48 hours notice, unless there is an emergency that makes it impossible to give such notice, you will receive your next session for free.

