

# INFORMED CONSENT

I/we, \_\_\_\_\_/\_\_\_\_\_, the counselee/s, (herein referred to as "I/We" or "counselee"), have been informed by Dr Christopher L Smith (herein referred to as Dr Smith), as the Senior Pastor of Eastgate Creative Christian Fellowship (herein referred to as Eastgate), that Biblical Counseling and spiritual guidance are being provided, that this agreement shall govern the professional relationship between the parties, that any disputes or modifications of agreement shall be negotiated directly between the parties, (if negotiations are not satisfactory, then the parties agree to mediate any differences with a mutually acceptable third-party mediator). In the event of a lawsuit, the counselee/s may assume all the costs of litigation including adjunct costs and fees, and all attorney fees.

**Biblical Basis:** Dr Smith is recognized by the State of Tennessee as an officiant of the church that exists to provide emotional and spiritual wholeness to broken and wounded people through the power of Jesus Christ. Dr Smith's services are recognized as a Pastoral Counseling ministry. Persons receiving counseling understand that counseling is faith-based Christian counseling. Counselors are ministers with a counseling focus. In addition to talk therapy, counseling techniques include prayer, the use of scripture, and biblical principles. I further understand that no guarantees have been given as to the outcome of the counseling process and that I /We, the counselees, play a vital role in the results of counseling. I/We agree to make good faith effort in the counseling process, which includes honest participation during sessions and participation in assignments given.

## **Confidentiality & Mandated Reporting:**

This ministry operates under the clergy/counselee confidentiality privilege, which means that communication between the counselee and minister of counseling is confidential. However, there are some exceptions when the counselor without the consent of the counselee may break confidentiality. These include reasonable suspicion of the threat of serious harm to self or others, child abuse, abuse to the elderly or disabled or when otherwise required by law. When a counselee appears gravely disabled and unable to make a rational decision as to his or her need for emergency treatment. When a counselee appears in medical crisis and unable to grant permission for release of information. When there is a court subpoena for counselee records or information. Reasonable Suspicion is defined as, but not limited to credible evidence that abuse or neglect has or may have occurred, that a threat of serious harm has or may occur, significant discrepancies in or significantly inconsistent explanations of injury. Reasonable Suspicion means that there is enough credible evidence to cause suspicion and require further investigation by the proper authorities.

Dr Smith retains the right to consult with other counselors, pastors at Eastgate regarding counselee issues, while maintaining confidentiality within the organization/ministry. Counselors will not testify in court or release counseling notes or documents on behalf of counselee unless required by a court subpoena. This includes testifying on behalf of counselees for divorces or child custody hearings. Counselors are not licensed attorneys and or medical doctors. Information provided is strictly opinion and is not intended to be legal and /or medical counsel or clinical diagnoses. Counselees are fully responsible for all decisions they make in regards to counseling recommendations and/or suggestions.

**Location and Confidentiality:**

Dr Smith cannot protect your identity as you come and go from appointments. There may be times when other people see you entering or exiting the building, or interacting with us. Neither Dr Smith nor any other Eastgate counselor can be held responsible for people who see you interacting with us. Dr Smith does go to great lengths to protect your identity, personal information and case notes. There may also be times when meetings take place in or outside the Eastgate building. When this does occur these policies are still applicable.

**Fees and Billing:**

Counseling and fees are determined by the Fee Agreement (attached to this Informed Consent agreement as Schedule A), based upon the services being provided. Full payment shall be made prior to each session. Payments can be made with cash or through our online payment platform.

**Appointment Time:**

All completed intake paperwork is required prior to counselee's first appointment. Dr Smith schedules appointments in such a way as to avoid waiting times. However, in rare situations they do occur. When they do, we ask for your patience. We would also ask that our counselees have similar respect for our time. Counselee sessions are scheduled for 50 minutes. If you, the counselee, are more than 15 minutes late the appointment will be shortened and possibly cancelled.

**Canceling Appointments:**

If you are unable to make an appointment, please notify Dr Smith 24 hours in advance so we have the opportunity to assist another counselee. Counselee/s, who does not give 24 hour notice will be charged full fee. When someone simply does not show we must evaluate the possibility of a crisis and the need for immediate intervention.

**Assignments:**

It is vital that you, the counselee/s, do the assignments the counselor gives. As the Bible says you will reap what you sow. If you put forth a halfhearted attempt at the homework you will get a halfhearted return. If you as a counselee do not follow through on the assignments then the counselor may choose to cover the same material that was covered in the previous session or, in some cases, cancel the session all together. It is nearly impossible to help someone that chooses not to participate in their own healing. We firmly believe that the counselee/s should have more invested in solving their issues than the counselor.

**Terminating Counseling:**

Counseling is normally terminated by mutual consent between the counselee/s and counselor because they have reached the set goals. This can occur in either verbal or written form. However, both the counselee and counselor have the right to terminate counseling at any time. If you the counselee miss scheduled appointments, fail to schedule an appointment for two consecutive weeks (unless previously agreed upon) or do not reply to our attempts to contact you, Dr Smith will understand this to mean you have chosen to terminate counseling. When counseling is terminated for any reason a termination of counseling service will be placed in the counselee file. The termination of the counselor/counselee relationship occurs when:

1. The counselee informs the counselor that they do not believe they need additional counseling.
2. The counselee does not schedule additional sessions.
3. The counselee does not reschedule or show up for a scheduled session.

4. The counselor recommends that the counselee be referred to another counselor or professional.

The termination of counseling notice may be sent along with service assessment form to the counselee, but receipt of these forms are not necessary for them to be in effect.

**Counseling Agreement:**

I understand, and of my own free will accept, and agree by this three page Informed Consent Agreement as presented. I also agree to release all liability, in any form, that may be charged against Dr Smith and any others associated with Eastgate by my estate or me. I understand my personal responsibility to maintain confidentiality, and that bringing a third party into the counseling appointment may waive the confidential communication privilege during that session. If any of these policies are found to be unenforceable the rest of the agreement is still in effect.

\_\_\_\_\_  
Print Name (Counselee)

\_\_\_\_\_  
Print Name (Counselee)

\_\_\_\_\_  
Signature (Counselee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Counselee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name (Counselor)

\_\_\_\_\_  
Signature (Counselor)

\_\_\_\_\_  
Date

## Schedule A - Fee Agreement

The following Fee Agreement is being provided to you as an attached Schedule A to the Informed Consent Agreement for full disclosure of the cost of the counseling services being provided to you by Dr Christopher Smith. It is understood that all fees are to be paid prior to each session via the online payment platform available to you through Dr Smith's website. Confirmation of payment will activate the scheduling process of all sessions. This done to preclude the potential for cancelling a session and helps to ensure your commitment to growth and healing. Once your payment has been received, you will receive notification from our office and we will promptly schedule your session(s).

### **The Counseling Fee Structure is as follows:**

Initial or Introductory Counseling Sessions (One Counselee)	\$75 (30 Minutes)
Initial or Introductory Counseling Sessions (Couselees/Couple)	\$150 (30 Minutes)
Marriage Counseling Sessions (Couples Only)	\$150 (50 Minutes)
Career Counseling Sessions (One Counselee)	\$150 (50 Minutes)
Man2Man Counseling Sessions (One Counselee)	\$150 (50 Minutes)
Premarital Counseling Sessions - 8 Sessions (Couples Only)	\$100 (50 Minutes)

If you have any questions related to the fees outlined in this Fee Agreement, you can email Dr Smith at [chris@eastgateccf.com](mailto:chris@eastgateccf.com) and he will reply to you directly.

## In Take Questionnaire

### Counselee #1:

First Name:\_\_\_\_\_ Last Name:\_\_\_\_\_ Middle Initial:\_\_\_\_\_

Address:\_\_\_\_\_ City:\_\_\_\_\_ State:\_\_\_\_\_ Zip:\_\_\_\_\_

Phone:\_\_\_\_\_ Email:\_\_\_\_\_

DOB:\_\_\_\_\_ Gender:\_\_\_\_\_ Marital Status:\_\_\_\_\_ # Of Children:\_\_\_\_\_

### Counselee #2:

First Name:\_\_\_\_\_ Last Name:\_\_\_\_\_ Middle Initial:\_\_\_\_\_

Address:\_\_\_\_\_ City:\_\_\_\_\_ State:\_\_\_\_\_ Zip:\_\_\_\_\_

Phone:\_\_\_\_\_ Email:\_\_\_\_\_

DOB:\_\_\_\_\_ Gender:\_\_\_\_\_ Marital Status:\_\_\_\_\_ # Of Children:\_\_\_\_\_

Briefly Describe Your Counseling Need:

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