

# **The Stress Therapist, LLC**

## **Information for My Clients and Informed Consent for Treatment**

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### **Informed Consent and Information for My Clients**

To provide you with information about my policies, I have prepared the following statements for your reference. In selecting these topics, I hope that I have anticipated many of the questions that you may have. Should there be matters that I have not covered, please feel free to address them with me.

### **About The Stress Therapist, LLC**

This is an outpatient private practice setting that provides psychotherapy, counseling, hypnotherapy, and coaching services to individuals. I also provide workshops and seminars, as well.

### **Credentials and Licensure**

I have a license to practice clinical social work in the state of Georgia. I received a bachelor's degree in Psychology in 1994 at Michigan State University. I received my master of social work degree in 1999 at the University of Georgia. I am a member of the National Association of Social Workers (NASW), the Georgia Society for Clinical Social Work, the Academy for Certified Social Workers and the International Certification Board of Clinical Hypnotherapy.

I am obligated, in accordance with my license, to abide by Georgia's social work regulatory rules, laws and ethics codes. I am responsible to adhere to ethical guidelines associated with my professional affiliations, as well. I must also regularly attend relevant continuing education courses.

Although supervision is not a requirement to maintain my license, I may participate in peer supervision during our treatment together. I consider this an asset to practice and continued learning. However, I will not reveal any identifying information about you without your written permission. Permission would also be required from you if I should request that we record one of our sessions.

My practice style is flexible in that I may use different therapies and disciplines as I see fit to match your specific needs. In general, I will assume that you are here because

you are open to change in some area in your life. I will also assume that you are seeking assistance with learning how to cope, change or find fulfillment in your life in some way and that you would like me to guide and teach you how to manage your life in a more productive way. We will work as a team in looking at your goals together. The Stress Therapist, LLC (TST) is a place where you can safely disclose information without judgment and actively work on issues with which you present.

### **Benefits and Risks of Treatment**

There are no guarantees that any or all of your problems will be remedied by pursuing treatment with me. You may experience stress, strained relationships, or other difficulties as a result of working in our therapeutic relationship. At times, therapy, and even coaching practices may require the sharing of painful feelings and thoughts. As a result, you may experience unpleasant feelings. Growth is difficult and things may feel worse before they feel better during our work together. You may experience anxiety as you face major life decisions that surface in our work together.

There are many benefits to therapy – benefits that have been established by scientific research as well as by clinical anecdotes. It is my job to ensure that, for the most part, the benefits of therapy outweigh the risks. I will also keep you informed, to the best of my ability, of the risks as we make treatment decisions together, and to assist you in getting to another treatment resource if, after a reasonable time of working together, you are not benefiting from my services. My philosophy is generally optimistic and hopeful. When your agenda is one of healing and problem solution, there is usually always something that has not yet been tried that will be helpful, even if you have consulted with other professionals unsuccessfully in the past. If your agenda is to control someone else, to collect evidence for court proceedings, to seek revenge, to prove someone else wrong, to remain a victim, or to pursue other non-healing goals, positive change will be extremely difficult.

### **Office Hours and Availability**

Because I am also a mom, I only work when my children attend school and on some occasional evenings. At this time, I am available for face to face appointments in my office on specific days of the week. I also offer online or phone services if you are unable to come in for some reason. You can always call me, email me or go to my website to schedule an appointment.

### **Emergency Needs**

#### *Emergency Phone Calls*

Unless my voice mail states otherwise, I check my voice mail during the week only. I am not an emergency mental health service, so if you need to speak with me or a mental health professional immediately and are unable to reach me, call the emergency mental health number in your county of residence, call 911 or go directly to your nearest emergency room.

*Vacations, holidays, etc.*

When I am out of town, or will be otherwise unavailable for a period of time other than a weekend or holiday, there will always be the name of a professional colleague of whom you can call for assistance. I will make this information available on my voicemail if, for some reason, I am unable to inform you prior to my absence.

### **Cancellation Policy**

The Stress Therapist, LLC will require a 24-hour advance notice for appointment cancellations *or you will be charged the full fee for the appointment hour.* Likewise, you will be charged if you just don't show up for an appointment that you have scheduled with me. I understand that there may be an occasional emergency that interferes with your notifying me within the 24-hour window of time and will always take these circumstances into consideration.

### **Fee Policies**

My fee is \$195 for a 50 minute session. *At this time, your signature on this information sheet assumes that you understand your fee arrangement and it has been discussed and/or agreed upon. Always feel free to contact me should you have any questions regarding payment for services. Your signature also confirms the following as well: In the event of default, you agree to pay any collection costs and reasonable attorney fees as may be required to effect collection of this note. Further, you understand that if such action is necessary, confidentiality related to the indebtedness cannot be guaranteed, and you hereby waive that right.*

Payments are due at the time of service. I do accept all major credit cards via Square, Ivy Pay, PayPal, checks and cash. I use Ivy Pay, a HIPAA compliant credit card service for therapists, for payments in my office. I will use the Georgia United Credit Union application to cash your check. You can also always pay me before your appointment via PayPal on my website at [cheri@thestresstherapist.com](mailto:cheri@thestresstherapist.com). Payments made with a check can be made out to "Cheri Flake." If you choose to pay with a paper check, please *have your check prepared ahead of time.* This gives us the opportunity to make the best use of our time together. If you fail to make payments that we have agreed upon, you may be subject to interest accrual and/or collection agency notification. Your signature on this information sheet assumes that you understand that in the event of a default in payment, you agree to pay any collection costs and reasonable attorney fees as may be required to effect collection of the note. It is important that you understand that if such action is necessary, confidentiality related to the indebtedness cannot be guaranteed.

TST requires that the client provides current valid credit card information, along with pre-authorization for billing in the event of cancellation or failure to make payment by other means on the date of service. You acknowledge that the credit card information provided will be used for billing in the event of any cancellation with less than 24 hours notice, or the failure to make payment on the date of service via other means, and you authorize TST to charge the credit card on file the amount of the cancelled and/or

unpaid session. A credit card authorization form is found on the last page of this document for your convenience.

Face to face sessions are 50 minutes long. Please respect this session time. If I am late for an appointment with you, I will either complete with you the remaining time of your appointment, assuring your schedule permits this, or deduct from your fee the appropriate amount for the time my lateness has caused you to miss. If you are late for your appointment, you are responsible for the full charge. If possible, I shall complete the session, in its entirety with you, as long as this does not run into someone else's appointment time or into other commitments in my schedule. Usually, however, my schedule does not permit me to run over the time you have scheduled and your appointment will therefore be shortened by the amount of time that you are late.

Other services not included here will be determined in consultation with you and agreed upon, and will be put in writing before you are billed for such services rendered.

### **Telephone Consultation Policy**

Telephone consultations can be very useful. There is no charge for brief telephone consultations, i.e., 5 minutes or less. Longer telephone consults will be charged according to therapeutic phone sessions with rates listed on my website. If, with your permission, treatment entails telephone calls with referral sources, family members, or others with whom you wish me to speak on behalf of your treatment, you will be charged in the same manner. I will notify you if you are to be charged for your calls.

### **Third Party Reimbursement Policies/Using Your Insurance**

I am not currently, by decision, a provider for any managed care insurance companies. I am happy to discuss this decision with you. It will be your responsibility to inquire about potential out-of-network benefits and/or deductible requirements with your insurance company. You may need to also mention that I am a Licensed Clinical Social Worker and if they would like a CPT code, you can ask about 90837 (a one hour session). Typically, they decide what is a reasonable price for my services and reimburse you a percentage of that decided amount. For example, if Crappy Insurance Company thinks that my hour is worth \$45 and they pay 85%, they will only reimburse you \$38.25. But if Awesome Insurance Company thinks that my hour is worth is \$180 and they pay 75% then you will be reimbursed \$135.

Please remember that filing a claim with an insurance company may entail certain consequences. For instance, I will be asked to provide a *mental disorder diagnosis* to your insurance company regarding your treatment. *Any* diagnosis may create a pre-existing condition in your application for future insurance. Please also be aware that your signature giving the therapist permission to release your diagnosis, dates of service, etc., means that your therapy is no longer totally confidential; that is, your insurance company will be aware of your treatment and diagnosis. Also, if you do choose to file a claim with your insurance company, this will not guarantee reimbursement and *you are still ultimately responsible for payment of services rendered.*

I am happy to assist you in finding an appropriate referral should you choose to use your insurance and need an in-network provider.

### **Confidentiality**

Information that you share with me may be entered into records in written form. My responsibility to you is to maintain all identifiable information about you in confidence and to not release it to any person or facility without your written permission. Please know that I also take reasonable precautions to keep your information private should you choose to communicate electronically, as well. *Please understand that email and cell phone use especially texting, has its limitations in confidentiality regardless of my every effort to keep our electronic exchanges confidential.*

The *only* exceptions are listed below.

I am required by law to reveal information about you to other persons or agencies without your permission:

- ✓ If you threaten to harm either yourself or someone else and I believe your threat to be serious, I am obligated under the law to take whatever action seems necessary to protect you and others from harm. This may include divulging confidential information to others but would only be done under circumstances in which someone's life appeared to be in danger.
- ✓ If I have reason to believe that you are neglecting or abusing children or the elderly, I am obligated by law to report this to the appropriate agency. The law is designed to protect children and the elderly from harm and my legal obligation to report suspected abuse or neglect is clear.
- ✓ If you are involved in litigation of any kind and inform the court of mental health services received from me, this may make your mental health an issue before the court. If your records are court ordered via a subpoena, your right to keep records confidential may be waived. Consult your attorney before you disclose that you have received treatment!
- ✓ If a court has referred you to me, you can assume that the court will wish to receive a report or evaluation. Discuss with me and with your attorney exactly what information will be included in a report to the court before you disclose any confidential information to me. In this instance, you have a right to tell me only what you wish me to know. notes

Due to the importance of trust between client and therapist, when the client is a minor (under 18), I will offer parents general information about the therapeutic process and overall themes, but not specific details about what information is exchanged during each session. If at any time I feel that your child is engaging in dangerous behavior, I will inform you of the situation or have your child do so as a part of the therapeutic process. I will not provide you updates after each session. If you need to speak with me regarding your child, please either call me or schedule an appointment to discuss any issues. It is important that your child feel my office is a safe place where they can trust me enough not to share the sensitive things that may be underlying the presenting

concern. I am sensitive to a parent's need to be involved in this process, however it should be balanced with the child's need for a safe space.

There is a beautiful space surrounding my office with a trail for walking. Often, it can be very therapeutic to leave my office and conduct therapy or coaching outside. Please read and sign the following release so we can utilize this and other alternate locations if we find it appropriate in our work together.

### **RELEASE OF LIABILITY**

#### **For Meeting with your Therapist at an Alternative Location Off-Site from the Physical Premises of The Stress Therapist, LLC.**

This section of The Stress Therapist, LLC pertains to my decision to meet with Cheri at an alternate location off-site from the physical premises of Cheri's office at 1778 Century Blvd. NE Suite A, Atlanta, GA 30345. In exchange for participation in a meeting with my psychotherapist at an alternative location, I agree for myself to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by my therapist.
2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself, and further release and discharge The Stress Therapist, LLC for injury, loss or damage arising out of my use of or presence upon the off-site location, whether caused by the fault of myself, The Stress Therapist, LLC, or other third parties.
3. I agree to indemnify and hold harmless The Stress Therapist, LLC against all claims, causes of action, damages, judgements, costs or expenses including attorney fees and other litigation costs, which may in any way arise from my experience of or presence upon the alternative location where I meet with my psychotherapist off-site from the physical premises of The Stress Therapist, LLC.
4. I agree to pay for any damages to the alternative location where I meet with my therapist caused by my negligent, reckless, or willful actions.
5. Any legal or equitable claim that may arise from participation in the above shall be resolved under Georgia law.
6. I also understand that my confidentiality **cannot** be guaranteed while in an off-site location from The Stress Therapist, LLC.

In case of an emergency, please contact \_\_\_\_\_ at \_\_\_\_\_.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT.**

Signature of client:

Date:

## Social Media Policy

### FRIENDING

I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

### FOLLOWING

I publish a blog on my website and I post therapy based tweets on Twitter. I have no expectation that you as a client will want to follow my blog or Twitter stream. However, if you use an easily recognizable name on Twitter and I happen to notice that you've followed me there, we may briefly discuss it and its potential impact on our working relationship.

My primary concern is your privacy. If you share this concern, there are more private ways to follow me on Twitter (such as using an RSS feed or a locked Twitter list), which would eliminate your having a public link to my content. You are welcome to use your own discretion in choosing whether to follow me.

Note that I will not follow you back. I do not follow current or former clients on blogs or Twitter. My reasoning is that I believe casual viewing of clients' online content outside of the therapy hour can create confusion in regard to whether it is being done as a part of your treatment or to satisfy my personal curiosity. In addition, viewing your online activities without your consent and without our explicit arrangement towards a specific purpose could potentially have a negative influence on our working relationship. If there are things from your online life that you wish to share with me, please bring them into our sessions where we can view and explore them together, during the therapy hour.

### INTERACTING

Please do not use SMS (mobile phone text messaging) or messaging on Social Networking sites such as Twitter, Facebook, or LinkedIn to contact me. These sites are not secure and I may not read these messages in a timely fashion. Do not use Wall postings, @replies, or other means of engaging with me in public online if we have an already established client/therapist relationship. Engaging with me this way could compromise your confidentiality. It may also create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart.

If you need to contact me between sessions, the best way to do so is by phone or email. Please use [cheriflake@hushmail.com](mailto:cheriflake@hushmail.com) for our email interaction as it is a safe and encrypted address. My other emails located on my website may be fine for housekeeping issues such as making an appointment, however, know that such interactions imply a relationship between us and may also be considered as compromising your privacy. See the email section below for more information regarding email interactions.

### USE OF SEARCH ENGINES

It is NOT a regular part of my practice to search for clients on Google or Facebook or other search engines. Extremely rare exceptions *may* be made during times of crisis. If I have a reason to suspect that you are in danger and you have not been in touch with me via our 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 I ever resort to such means, I will fully document it and discuss it with you when we next meet.

### GOOGLE READER

I do not follow current or former clients on Google Reader and I do not use Google Reader to share articles. If there are things you want to share with me that you feel are relevant to your treatment whether they are news items or things you have created, I encourage you to bring these items of interest into our sessions.

## **BUSINESS REVIEW SITES**

You may find my psychology practice on sites such as Yelp, Healthgrades, Yahoo Local, Bing, or other places which list businesses. Some of these sites include forums in which users rate their providers and add reviews. Many of these sites comb search engines for business listings and automatically add listings regardless of whether the business has added itself to the site. If you should find my listing on any of these sites, please know that my listing is NOT a request for a testimonial, rating, or endorsement from you as my client.

Of course, you have a right to express yourself on any site you wish. But due to confidentiality, I cannot respond to any review on any of these sites whether it is positive or negative. I urge you to take your own privacy as seriously as I take my commitment of confidentiality to you. You should also be aware that if you are using these sites to communicate indirectly with me about your feelings about our work, there is a good possibility that I may never see it.

If we are working together, I hope that you will bring your feelings and reactions to our work directly into the therapy process. This can be an important part of therapy, even if you decide we are not a good fit. None of this is meant to keep you from sharing that you are in therapy with me wherever and with whomever you like. Confidentiality means that I cannot tell people that you are my client. But you are more than welcome to tell anyone you wish that I'm your therapist or how you feel about the treatment I provided to you, in any forum of your choosing.

If you do choose to write something on a business review site, I hope you will keep in mind that you may be sharing personally revealing information in a public forum. I urge you to create a pseudonym that is not linked to your regular email address or friend networks for your own privacy and protection.

## **LOCATION-BASED SERVICES**

If you used location-based services (LBS) on your mobile phone, you may wish to be aware of the privacy issues related to using these services. I do not place my practice as a check-in location on various sites such as Foursquare, Gowalla, Loopt, etc. However, if you have GPS tracking enabled on your device, it is possible that others may surmise that you are a therapy client due to regular check-ins at my office on a weekly basis. Please be aware of this risk if you are intentionally "checking in," from my office or if you have a passive LBS app enabled on your phone.

## **EMAIL**

Please do not email me content related to your therapy sessions unless it is from your safe and encrypted hushmail account and to my hushmail account, as well. Any other email address, including the others listed on my website, are retained in the logs of your and my Internet service providers. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the Internet service provider. You should also know that any email I receive from you and any responses that I send to you will be printed out by me and kept in your treatment record.

## **CONCLUSION**

Thank you for taking the time to review my Social Media Policy. If you have questions or concerns about any of these policies and procedures or regarding our potential interactions on the Internet, do bring them to my attention so that we can discuss them.

**Communication Addendum:**

**Texting Email and other Telemental Health Communications**

My office phone is a mobile phone. This means that our conversations are not totally confidential due to the limitations of mobile service and listening devices that are available to third parties that may be interested in our conversations. Texting is also not confidential, safe or encrypted means of communicating. If you email me, the only way I can assure confidentiality is if you are using a service such as Hushmail (you can sign up for a free email address at [hushmail.com](http://hushmail.com)) and sending it to my Hushmail address, as well at [cheriflake@hushmail.com](mailto:cheriflake@hushmail.com). By signing this consent, you understand these limitations. Please always feel free to discuss these issues with me at any time.

Since secure and private communication cannot be fully assured utilizing cell/smart phone or regular email technologies, it is the client's right to determine whether communication using non-secure technologies may be permitted and under what circumstances. Use of any non-secure technologies to contact me will be considered to imply consent to return messages to client via the same non-secure technology, pending further clarification from client. Please check below which modes of communication are permitted and which are not permitted. This consent may be altered at any time should circumstances or preferences change.

In the event that the client chooses not to allow non-secure modes of communication, all correspondence will be via [hushmail.com](http://hushmail.com) and/or regular mail.

Please initial all modes of communication that are PERMITTED:

Voice communication to client's cell/smart phone for:

Scheduling appointments \_\_\_\_\_

Appointment reminders \_\_\_\_\_

Between session contacts \_\_\_\_\_

Voice communication from Cheri Flake's cell/smart phone for:

Scheduling appointments \_\_\_\_\_

Appointment reminders \_\_\_\_\_

Between session contacts \_\_\_\_\_

Text communication from client's cell/smart phone for:

Scheduling appointments \_\_\_\_\_

Appointment reminders \_\_\_\_\_

Between session contacts \_\_\_\_\_

Text communication from Cheri Flake's cell/smart phone for:

Scheduling appointments \_\_\_\_\_

Appointment reminders \_\_\_\_\_

Between session contacts \_\_\_\_\_

Contact via the client's email for:

Scheduling appointments \_\_\_\_\_

Appointment reminders \_\_\_\_\_

Between session contacts \_\_\_\_\_

If permitted, please list permitted email address(es) here: \_\_\_\_\_

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### **Termination and Follow-up**

We will decide together when termination deems appropriate in our work together. I will ask you to fill out a termination form/survey at the conclusion of services. You are certainly welcome at any time to resume services with me after termination should you find yourself desiring my services again.

If you have achieved your treatment goals but want to continue seeing me anyway, I may make the decision to terminate your treatment based on my ethical obligation not to prolong therapy when it is no longer necessary. I shall never terminate with you to become your friend, your client, your customer, your supervisor, your teacher, or to establish any other relationship with you.

I may also terminate with you if I cannot provide therapy that fits your specialized treatment needs, if you do not comply with the mutually developed treatment goals and procedures, if you are not benefiting from therapy, if you do not pay your bill, if you become violent, abusive, or litigious, or if the therapy relationship is compromised in any way due to unforeseen circumstances. Any involuntary termination will be accompanied by an appropriate referral.

### **Coaching Services**

Coaching services are a great option for clients that have very specific behavioral goals. *When I am coaching clients, I am not providing therapy.* Coaching services, unlike therapy services, may be used across state lines as my professional license sometimes limits me from providing *therapy* services outside of Georgia. I am able, however, to teach many skills and habit formation practices not utilizing therapy or otherwise clinical social work modalities. This enables some clients that have very specific goals, e.g., “I would like to make running a habit,” to still use me as a coach even if they are outside of Georgia.

Although coaching services do not include therapy services, because of the high value placed on confidentiality issues, I will abide by the laws and rules regarding your confidentiality should you participate in coaching services with me.

If you think you are a good candidate for coaching, please let me know and we will work together to get you the best services for your needs and goals.

By signing below, you acknowledge that you have already discussed coaching services with me and we have decided together that you are a good candidate for coaching. Coaching will be delivered via phone or email only.

*This means that you understand that you **will not be receiving therapy services** and because of this you may not have all the helping modalities available to you that therapy can provide.*

#### **COACHING CLIENTS SIGN HERE:**

Signature of Coaching Client:

Date:

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### **Client Rights**

- ✓ You have the right to be treated by me in a consistently competent, ethical, and respectful manner.
- ✓ You have the right to a personal, individualized assessment of your treatment needs in which your expertise about yourself is as important as is my professional opinion about you.
- ✓ You have the right to referrals to other competent professionals and services when this is indicated by your treatment needs.
- ✓ You have the right to ask questions about the approach and methods I use and to decline the use of certain therapeutic techniques.
- ✓ You have the right to confidential treatment except in the circumstances already described. This means that you determine the amount of information to be released to anyone outside this setting by signing a permission form that is specific to each situation and that determines the length of time in which the information may be released, and may be canceled by you at any time.
- ✓ You have the right to stop receiving services from me without any obligation other than to pay for the services that you have already received.
- ✓ You have the right to resume service following termination.
- ✓ You have the right to discuss your treatment, concerns, questions, complaints or any other matter with me.

### **The Stress Therapist, LLC Receipt and Acknowledgement of Consent and Information And payment contract**

*By signing below, you acknowledge that you have read, understand and received a copy of this "Informed Consent and Information for My Clients" and you have discussed with me any information provided that you do not understand.*

*I, \_\_\_\_\_ understand that I am responsible for my fee and that fees are payable at the time of service. In the event of default, I agree to pay any collection costs and reasonable attorney fees as may be required to effect collection of this note. Further, I understand that if such action is necessary, confidentiality related to the indebtedness cannot be guaranteed, and I hereby waive that right.*

Signature of client:

Date:

\_\_\_\_\_

\_\_\_\_\_