

Anne M. Cuthbert, M.A., Licensed Professional Counselor
1235 SE Division Street, Suite 104, Portland, OR 97202 • (503) 766-3399

Program Agreement

I am looking forward to working with you and I'm pleased that you selected the Basic Monthly Package (the "Program"). If anything is unclear, please ask.

All references herein to the "Therapist" or "I" shall mean Anne Cuthbert, M.A. and all references to the "Client" or "you" shall mean the undersigned.

The Program in which you are about to enroll will include all of the following **checked** items:

- Circle one: Weekly / Bi-Weekly fifty minute appointments each month;
- An Ultimate Support Day;
- Access to one two and a half day "Bloom Body Image Workshop";
- Access to the "Food Freedom!" Teleclass; and
- Handouts and other materials (collectively, the "Program Materials").

SCHEDULING

I understand that my clients have busy schedules and I take pride in not keeping you waiting and not keeping you longer than planned. Each of your sessions will end 50 to 60 minutes after it was scheduled to begin. Please be on time by arriving at my office, located at the above address or, if we have agreed to telephone sessions, by calling (503) 766-3399 at your appointment time. If you need to cancel or re-schedule your appointment, please do so 24 hours in advance. If you cancel your appointment less than 24 hours in advance, or arrive more than 10 minutes late, I reserve the right to not permit you to reschedule that appointment.

PAYMENTS & REFUNDS

The Client understands that the program fee ("Program Fee") is _____. Notwithstanding the foregoing, in order to assist the Client to afford this Program, the Client may pay the Program Fee in five installments of _____, on a monthly basis, the first payment being due and owing on or before the first session of the Program. By signing this Agreement, the Client agrees to be legally obligated to pay the full amount of this Program. Client may terminate treatment at any time. In the event of the Client's termination, for any reason whatsoever, the Client will remain fully responsible for the unpaid balance of the Program. Under no circumstance will the Therapist refund any payments made by the Client. If an insurance policy is in effect, Client will pay the Program Fee as provided herein and then be reimbursed by the insurance company directly.

Therapist may also terminate the Program at any time. However, if this should occur, Therapist will return to Client a Refund, as defined below. Therapist also will provide at least (3) referrals to other clinicians. For the purposes of this Agreement, "Refund" shall mean a portion of the Program Fee, to the extent actually paid by Client, representing the Client's unused sessions of the Program, as reasonably determined by Therapist.

THERAPY SERVICES

Client understands that I am a Licensed Professional Therapist, licensed by the state of Oregon and a Marriage Family Therapist, licensed by the State of California. Client understands that therapy is a process; that treatment may bring up issues, feelings, unresolved conflicts that may leave the Client feeling at times, worse. Client understands that the presenting problem they bring to the therapy may be only a symptom of other problem areas; that the Client may need to explore and work towards healing other issues in order to resolve the original dilemma. Client understands that the Therapist may choose to refer Client to other professionals if she feels that the required treatment is outside of her scope of practice. In addition, Client understands that the therapist may require that the Client participate in other forms of treatment in order to continue in therapy (i.e. medical examination, group therapy, dietitian) if the Therapist believes it necessary for treatment to be effective.

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CONFIDENTIALITY

All counseling sessions are strictly confidential, including supervision or consultation with other professionals. Therapist may receive weekly supervision regarding Client's treatment, but will NOT reveal the identity of the Client in any way except as provided below or with written consent of Client. No information will be released without your written permission, unless required by law, including, without limitation, information regarding child abuse, elder abuse, or intention to do harm to self or others. In addition, Therapist may release information pursuant to a court order, a legitimate subpoena, or certain lawsuits.

TELEPHONIC & INTERNET CONSIDERATIONS

As a part of the Program, you may be participating in telephonic or Internet based sessions, teleclasses, and/or coaching. You acknowledge that there may be problems with Internet connectivity, resulting from, by way of example only, server maintenance, upgrades, power outages, or natural or man-made disasters. If this occurs, Therapist will contact you as soon as reasonably possible to reschedule any missed sessions, teleclasses, and/or coaching.

I understand and acknowledge that, notwithstanding anything herein to the contrary, and despite reasonable efforts by Therapist, there are risks inherent in telephonic and Internet therapy, including, without limitation, the possibility that (a) the transmission of information could be disrupted or distorted by technical failures, (b) information could be interrupted by unauthorized persons, including, in some instances, your family members, friends, acquaintances, and coworkers, and (c) the electronic storage of information could be accessed by unauthorized persons. In addition, I understand that Internet and telephonic therapy is different than face-to-face therapy, and therefore, if Therapist believes I would be better served by face-to-face therapy and I do not live in the Portland, Oregon area, I will be referred to a therapist who can provide such services in my area.

COPYRIGHTED MATERIALS

You agree that you will only use the Program Materials for personal use as part of your participation in the Program, and that you will not use, reproduce, download, disseminate, publish, or transfer, in any form or by any means, any portion of the Program Materials for any other purpose, including, without limitation, for use in coaching or counseling friends or clients.

CHOICE OF LAW, ARBITRATION AND LIMITED REMEDIES

This agreement shall be construed according to the laws of the State of Oregon. In the event that any provision of this Agreement is deemed unenforceable, the remaining portions of the Agreement shall be severed and remain in full force. In the event a dispute arises between the parties, the parties will submit to binding arbitration before the American Arbitration Association. Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted by a single arbitrator. The sole remedy that can be awarded to the Client in the event that an award is granted in arbitration, is a refund of the Program Fee. Without limiting the generality of the foregoing, no award of consequential or other damages, may be granted to the Client.

If the terms of this Agreement are acceptable, please sign the acceptance below. I appreciate the opportunity to work with you.

Print Name: _____

Signature: _____ Date: _____

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Professional Disclosure Statement

Philosophy and Approach: I utilize an experiential approach, working with your family of origin issues, incorporating Gestalt, insight and self-awareness, and behavioral interventions as well as working to create our relationship with trust, which will support your work and healing. My intention is to support you in healing your relationships with others and with yourself so that you can live your life with greater love, joy, compassion, passion, empowerment, and feeling more of who you are. My goal is to assist you in creating easier access to your emotions; less resistance to pain to achieve more fun and ease; gain specific tools for working through issues, emotions, and relationships with others. I believe that through growth and healing, you can live your life more fully, with more purpose and awareness, and create healthy relationships that support you.

Formal Education and Training: I am a licensed Marriage and Family Therapist in California, license number MFT 43330 and in Oregon, I am a Licensed Professional Counselor, #C2059. I hold a Master's Degree in Counseling Psychology from Antioch University, Santa Barbara, CA and a Bachelor's degree from California State University, Santa Barbara, in Psychology and Sociology. I have taught counseling and communication skills classes for many years and assisted and managed several personal growth seminars. I have studied and worked with experts in the eating disorder field for over 10 years. I enjoy working with adults individually, in groups and in workshops.

As a Licensee of the Oregon board of Licensed Professional Counselors and Therapists, I will abide by its Code of Ethics. To maintain my license I am required to participate in annual continuing education, taking classes dealing with subjects relevant to this profession. I may substitute professional supervision for part of this requirement.

Fees: Therapy appointments are fifty minutes in length. Our agreed upon fee is the dollar amount stated in the attached Agreement. Unless other arrangements have been made, full fee is expected at the time of your session.

Sometimes, when beginning to work on ourselves, things feel more unsettled before they feel better. This is normal. Thus, you may not leave every session feeling 'better'; you will probably leave feeling more. It is important to be kind to and patient with yourself. If you have questions about our process and what you are experiencing, please feel free to ask.

As a client of an Oregon licensee you have the following rights:

- To expect that a licensee has met the minimal qualifications of training and experience required by state law:
- To examine public records maintained by the Board and to have the Board confirm credentials of a licensee
- To obtain a copy of the Code of Ethics
- To report complaints to the Board
- To be informed of the cost of professional services before receiving the services
- To be assured of privacy and confidentiality while receiving services as defined by rule and law, including the following exception: 1) Reporting suspected child abuse, 2) Reporting imminent danger to client or others, 3) Reporting information required in court proceedings or by client's insurance company, or other relevant agencies 4) Providing information concerning licensee case consultation or supervisions, and 5) Defending claims brought by client against licensee
- To be free from being the object of discrimination on the basis of race, religion, gender, or other unlawful category while receiving services.

You may contact the Board of Licensed professional Counselors and Therapists
3218 Pringle Rd. SE #120, Salem, OR 97302-6312
Telephone: (503) 378-5499