

INFORMED CONSENT AND PRACTICE POLICIES

Thank you for placing your trust in me. I know that the decision to seek psychotherapy can be a difficult one. Your decision to take this huge step is not one that I take lightly. Detailed in this document are your rights and my responsibilities as dictated by federal law, state law, and the ethical guidelines to which I adhere. Additionally, this document outlines the expectations and procedures within which we both agree to carry out this relationship. For any reason if there is any part of this document that is unclear to you, please bring this to my attention immediately. Your accessibility to this document is of the utmost importance to me and I am happy to assist you with that. I encourage any and all questions regarding this document, my approach to psychotherapy, or psychotherapy in general, at any point in our work together.

If you are under the age of 18, please review this document with a parent or guardian, having them sign where necessary.

License & Supervision

I am a Licensed Marriage and Family Therapist-Associate (license# 203343), licensed by the Texas State Board of Examiners of Marriage and Family Therapists:

Texas State Board of Examiners of Marriage and Family Therapists
Texas Department of State Health Services
Mail Code 1982
P.O. Box 149347
Austin, Texas 78714-9347
E-mail: mft@hsc.state.tx.us
Telephone: (512) 834-6657
Fax: (512) 834-6677
Website: <http://www.dshs.texas.gov/mft/>

I am under the supervision of Stephanie Zepeda, PhD, LMFT-Supervisor. Should you wish to contact her regarding my work she can be reached at the phone number and/or email listed at the top of this document. While you may never have any contact with her, as my supervisor she is a member of this treatment team and involved in the details of your case. As such, she is bound by the same ethical and legal standards outlined in this document and all applicable law and ethical codes.

Training and Approach

I earned my Master's degree in Psychology, with a concentration in Family, Couple, and Individual Psychotherapy from Our Lady of the Lake University. As a family therapist, regardless of whether you are working as a couple, a family, or as an individual, we are always aware of the many familial, social, cultural, and geographical relationships within which we are situated. Further, there are hundreds of psychotherapy and counseling models, and while I focus on strategically integrating aspects of several models, above all, I am first and foremost Client-Directed and Outcome-Informed. This means, in short, that I firmly believe that every client is the expert on their own life and experience, and throughout our work together we commit to remaining engaged in a conversation about the quality of your therapeutic experience and the effect that our work together is having on your life in general.

The Benefits and Risks of Therapy

One of the major benefits of participating in therapy is the resolution of the issues for which you are seeking therapy. Other benefits might be an improvement in your ability to better cope with marital, family, or other interpersonal relationships, as well as possibly developing a deeper understanding of your personal goals and values. You could possibly experience discomfort, such as depression, anger, anxiety, or frustration, as you process the issues for which you are seeking therapy. This can also occur when seeking to resolve concerns between family members, marital partners, and other people, resulting in discomfort or other relationship changes, in ways that might not have been originally intended. The greatest risk of counseling is that it may not, by itself, resolve your concerns. Together, you and I will consistently monitor your therapy experience for appropriate progress. If a situation fails to improve or if a situation deteriorates, I will provide you with referrals for other professionals for consultation or treatment.

There are unique risks involved when one member of a couple seeks couple's counseling without the other partner. I have an obligation to inform you that the available research has demonstrated that couple's therapy with only one partner can increase stress in the relationship and dissatisfaction for both partners.

Session Duration, Fees, and Insurance

All sessions are 50 minutes in duration. Longer sessions can be scheduled to accommodate unique circumstances—these sessions will be billed by length, proportional to your regular per session fee. Once an appointment has been scheduled, you will be expected to pay for the session unless you cancel 24 hours or more in advance.

My hourly (50 minutes) rate is \$120.00. This applies to all sessions: individual, couple, or family, in office, home-based, or delivered via technology. Additional rates may apply for home-based sessions to accommodate travel, which will be negotiated prior to the first appointment. A discount might be available based on household income and the number of people in your household. Please provide proof of household income if you need to be considered for this discount.

My individual rate, \$120.00 per hour (50 minutes), applies to other services not involving direct client contact, such as report writing, consulting with other professionals with your permission and on your behalf, preparation of records or treatment summaries, phone calls lasting more than 15 minutes, and time spent involved in any other professional service you might require of me. I will break down the hourly cost of work for periods of less than one hour.

I am not in network with any insurance companies. If you have a health insurance policy, it may provide some coverage for mental health treatment. While I am not in network with any insurance companies, upon request, I will provide you with documentation to help you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for the full payment of my fees. You are responsible for pursuing reimbursement. Your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire clinical record. In such situations, I will make every effort to release only the minimum information about you that is absolutely necessary for the purpose

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requested. You are responsible for the full payment of any agreed upon fees. Should you need it, I offer a discount based on total household income and number of people in your household. Discounted fee agreements are reevaluated on a quarterly basis. Should you become unable to meet an agreed upon fee please bring this to my attention immediately.

If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$200.00 per hour for preparation and attendance at any legal proceeding. Additionally, due to the fact that I am a practitioner under supervision, any legal involvement will legally require the presence of my supervisor, at an additional hourly rate.

Confidentiality

I value the privacy and confidentiality of all of my clients. Absolutely no information about your treatment will be shared with any other parties without your written permission and a discussion about the disclosure.

I am bound by law and/or professional ethics to report incidents of immanent threats to self or immanent threats to others, incidents of child abuse or neglect, elder abuse or neglect, abuse or neglect of other dependent or disabled adults, or incidents of client abuse by a therapist, to the appropriate authorities.

In the event litigation is filed that concerns your clinical file, your records may be subpoenaed and I may be court ordered to honor said subpoena.

Should a client file a complaint or lawsuit against a therapist or counselor, the therapist is legally and ethically permitted to disclose relevant information regarding that client in order to defend themselves.

If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected. I **cannot** provide any information without your written authorization or a court order.

If we encounter each other in public, I will not acknowledge you. I do this to protect your confidentiality. If you would like to say hello to me, I will happily reciprocate. However, I do not want you to be placed in a situation where you may accidentally or unwittingly disclose your participation in psychotherapy to another person if that is not your intention.

Every person in attendance at an appointment is considered *the client*, and each individual in attendance or their legal guardian must sign an informed consent document. As such, any documentation of said session becomes a part of their medical record, and they have all the rights and privileges afforded. All parties involved in such a situation must sign an appropriate release for information should one party desire to share any of the information with an outside party. Should you desire an alternative arrangement, such as separate documentation being kept for each participating individual, in the case of sessions involving more than one person, please note it on the signature page of this document prior to signing it.

Special Considerations for Services Delivered Non-Traditionally

Traditionally, psychotherapy occurs in an office, an environment in which the therapist takes great care to ensure the privacy and confidentiality of the clients. If you chose to participate in services delivered in a non-traditional manner, be it through the assistance of technology (i.e., phone or video sessions), or home visits, please be mindful of your surroundings and engage in therapy in a manner that protects your privacy and confidentiality. With services delivered in this manner, there might be circumstances beyond the awareness and/or control of the therapist. Please do what you can on your end to ensure your psychotherapy experience is private and safe. It is not advised that you participate in technology assisted

services (phone and video sessions) in public. If you participate in home based services, please do so with an awareness of who is in the home.

Privacy Policy: HIPAA Your Rights & My Responsibilities

This section includes important information regarding how your private counseling and medical information may be used and disclosed, and how you can get access to this information.

1. **Uses and disclosures for treatment, payment, and healthcare operations.** Skeetz Edinger, MS, LMFT-A, may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your general consent. To help clarify these terms, here are some definitions:
 - “PHI” refers to information in your health record that could identify you.
 - “Treatment” is when we provide, coordinate, or manage your health care and other services related to your health care, such as consultation with another health care provider.
 - “Payment” is when I obtain reimbursement for your health care. Part of the potential payment process is when I disclose PHI to your health insurer on your behalf to assist you in receiving reimbursement for your health care, to determine eligibility or coverage, or to a billing service. **The client is responsible to pay for all services, in full, and thus, none of your information is disclosed to a third party, such as an insurer, unless you pursue reimbursement on your own.** “Health care operations” are activities that relate to the performance and operation of my practice, such as business-related matters like audits, administrative services, case management, and case coordination.
 - “Use” applies only to activities within this practice, such as utilizing information that identifies you.
 - “Disclosure” applies to activities outside of this practice, such as releasing, transferring, or providing access to information about you to other parties.

2. **Uses and disclosures requiring authorization.** I may use or disclose PHI for purposes outside of treatment, payment, and healthcare operations when your expressed authorization is obtained. An “authorization” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for information for purposes outside of treatment, payment, and healthcare operations, I will obtain an authorization from you before releasing this information. “**Psychotherapy notes**” are notes that I have made about our conversations held during a private, group, joint, or family psychotherapy session. These notes are given a greater degree of protection than PHI and a general authorization to release your PHI is **NOT** sufficient for the release of **Psychotherapy notes**. You may revoke all such authorizations (of PHI or Psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

3. **Uses and disclosures with neither consent nor authorization.** I may use or disclose your PHI without your consent or authorization in the following circumstances:
 - **Child abuse:** If I have information that, or reasonable suspicion that a child has been, or may be, abused, neglected, or sexually abused, I am legally and ethically bound to make a report of such knowledge or suspicion within 48 hours to the Texas Department of Protective and Regulatory Services, the Texas Youth Commission, and/or to any local or state law enforcement agency.
 - **Abuse of the elderly or disabled:** If I have information that, or reasonable suspicion that an elderly or disabled person has been, or may be abused, neglected, or exploited, I must immediately report such information or reasonable suspicion to the Department of Protective and Regulatory Services.
 - **Sexual misconduct by a psychotherapist:** I am required to report any knowledge of any incidents of sexual misconduct by a current or former psychotherapist to the offending therapist’s licensing authority, as well as the district attorney or local law enforcement of the jurisdiction in which the offense occurred, if it occurred within the state of Texas.
 - **Regulatory oversight:** If a complaint is filed against a therapist with a regulatory authority, they have the authority to subpoena mental health information relevant to that complaint.
 - **Judicial and administrative proceedings:** If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and those records regarding said diagnosis and treatment, such information is privileged under state law, and I will not release information, I will not release information without proper written authorization from you or your attorney, or a court order.
 - **Complaints and malpractice:** If you file a complaint against me with a professional or regulatory agency or if you initiate a legal action against me, e.g., citing malpractice, I have the right to use all of the information I have contained in your file, including PHI and Psychotherapy notes, in my defense, or to answer said complaint.

- **Serious threat the health or safety of self or another:** If I determine that there is a probability of imminent physical injury by you to yourself or others, or there is a probability of immediate mental or emotional injury to you, I may disclose relevant confidential mental health information to medical or law enforcement personnel.
- **Worker's compensation:** If you file a worker's compensation claim, I may have to disclose records relating to your diagnosis and treatment to your employer's insurance carrier.

4. Client's Rights.

- **Right to request restrictions.** You have the right to request restrictions on certain uses and disclosures of PHI about you. However, I am not required to agree to a requested restriction.
- **Right to receive confidential communications by alternative means and at alternative locations.** You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations, such as if you are in a situation where you do not want a family member to know that you are seeking psychotherapeutic services. Upon your request, all correspondence will be sent to an alternate address.
- **Right to inspect and copy.** You have the right to inspect or obtain a copy (or both) of PHI and Psychotherapy notes in my mental health and billing records used to make decisions about you as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request, I will discuss with you the details of the request and denial process.
- **Right to amend.** You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. On your request, I will discuss with you the details of the amendment process.
- **Right to an accounting.** You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in part 3 of *Privacy Policy: HIPAA*). On your request, I will discuss with you the details of the accounting process. I will inform you if I am aware of any breaches to the confidentiality of your information.
- **Right to be notified of breaches.** You have the right to be notified if I become aware of any breach of security that endangers the privacy of your records.
- **Right to a paper copy.** You have the right to obtain a paper copy of this notice from me upon request, even if you have agreed to receive the notice electronically.

5. My professional responsibilities.

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI (this document).

- I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
 - If I revise my policies and procedures, I will post a current copy in my office. A current copy will always be available on my website, www.skeetzedingerfamilytherapy.com, and you may request a personal paper copy.
- 6. Questions and complaints.** If you have any questions about this notice, disagree with a decision that I have made about access to your records, or if you have any other concerns about your privacy rights, you may contact D. Skeetz Edinger, MS, LMFT-Associate, at 832-731-4881. If you believe that your privacy rights have been violated and you wish to file a complaint with my practice, you may send a written complaint to D. Skeetz Edinger, MS, LMFT-Associate, at 13614 Maxwell Rd., Cypress, TX 77429. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. I will provide you with the appropriate address immediately upon your request. You have specific rights under the Privacy Rule.
- 7. Effective date, restrictions, and changes to privacy policy.** This notice will go into effect immediately. I reserve the right to change the terms of this notice and to make the new notice provisions effective for all of the PHI that I maintain. I will provide you with a revised notice on my website. You may request a personal paper copy at any time.
- 8.** Should I die or become otherwise incapacitated, custody of your records will pass to Stephanie Zepeda, PhD, LMFT-Supervisor, who can be contacted at 713-291-9553, or drzepeda@stephaniezepeda.com.

Issues Involving, but NOT limited to, Technology Assisted Services

Technology Assisted Services refers to psychotherapy with the use of a technological medium, including but not limited to telephone, video, synchronous and asynchronous chat and email, etc. In general, any communication using technology for reasons other than basic business or housekeeping issues, such as booking, changing, or moving appointments, or billing, could be considered the delivery of psychotherapy services via technology. While you may choose to exclusively participate in face to face psychotherapy, there may still be instances where issues arise that require the use of technology assisted services. State licensing law requires that I follow several specific rules and standards regarding the use of technology.

- At the onset of **every** session or extended communication with the use of a technological medium, it is imperative that I fully verify your identity and location, to the most reasonable extent possible, disclose to you my identity and credentials, and obtain the appropriate consent from you, the client.
- I provide family, couple, and individual psychotherapy using technology assisted services.
- Not all issues that a client might bring to psychotherapy are appropriate for technology assisted services. Technology assisted services include an ongoing assessment as to whether or not the issues or conditions being treated are appropriate for technology assisted services.

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- All telephone calls with clients are conducted on a standard cellular phone from a private and quiet location. All other technology assisted services are delivered from a private and quiet location, and conducted using an encrypted and password protected device that is hardwired with firewall protection. If a situation requires the use of wifi I use a password protected and secure network.
- Should technology fail during a video session, I will call you at a previously agreed upon phone number. Should a phone call fail, **I will call you** to reconnect.
- I have completed a state mandated 15 hours of training in the use of technology assisted services, which requires two hours of continuing education requirements every licensing cycle. At the outset of every session using technology assisted services I am required to identify myself, my credentials, my location, and my contact information. You are required to identify yourself, your location, and your contact information.
- Possible benefits you may experience through the use of technology assisted services are the ability to access psychotherapy services from the comfort of your home, office, or other private location, after hours or on weekends, or at other times that traveling to an office location is not possible or convenient for you. Possible risks of technology assisted services are that technology can fail, there are additional risks to your confidentiality, and assessment and communication through technology platforms are limited and no substitute for in-person psychotherapy.
- Should you experience an emergency, immediately call 911. Should you live in an area that does not offer 911 service, immediately call the police, emergency medical services, fire, or other appropriate first responder. At times, it will take me as long as 24 hours to return your phone call, especially after hours or on weekends. One of our initial conversations, should our sessions be conducted with the use of technology, will address the development of a plan for managing mental health emergencies. This might include the client designating an emergency contact or support person and signing an appropriate release to facilitate this. Throughout all technology assisted services there is an ongoing assessment as to the appropriateness of psychotherapy delivered in this manner for the client. There are situations where technology assisted services might be inappropriate and will need to stop. Appropriate alternatives and/or referrals will be offered in this situation.
- Sessions, carried out in any medium, are not recorded without the explicit written consent of the client. Potential modes of passive tracking include, the normal storage involved in text, email, voicemail, and phone communications.
- I use HIPAA protected email, hosted by Google's G-Suite service. I use a HIPAA protected video-meeting platform for video sessions, Google Meet, hosted by Google's G-Suite service.
- HIPAA protected cloud storage is used for all client file storage—Google's G-Suite service. It is protected with two-factor identification password protection. All records are held for five years. If a client is a minor, the records are held for five years beyond them reaching the age of majority. Customer data that is uploaded or created in G-Suite is encrypted at rest

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- Therapists who use technology-assisted services shall meet or exceed applicable federal and state legal requirements of health information privacy, including, but not limited to, compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191; The Health Information Technology for Economic and Clinical Health (HITECH) Act, 42 U.S.C. Chapter 156, Subchapter III; Texas Health and Safety Code, Chapter 181 (relating to Medical Records Privacy); and state privacy, confidentiality, and security rules.

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ELECTRONIC COMMUNICATIONS POLICY AND AGREEMENT

The best way to get in touch with me is at 832-731-4881. I do not answer the phone when I am with clients. Leave a voice mail and I will return your call as quickly as possible. In evenings, on weekends, and during holidays it might take me slightly longer than usual (up to 24 hours) to return your call. **If you are experiencing an emergency dial 9-1-1**

Please specify how you would like me to contact you:

Name: _____

Phone: _____ home work mobile

Can I leave a message for you at this number? yes no

Alternate Phone: _____ home work mobile

Can I leave a message for you at this number? yes no

Mailing address: (street) _____

(city) _____ (state) _____ (zip) _____

Is there anyone I should contact in the case of an emergency? By listing an emergency contact here and signing this document you authorize me to contact this person in the case of an emergency.

Name: _____ Relationship: _____

Phone: _____

Address: (street) _____

(city) _____ (state) _____ (zip) _____

Email. I prefer using email only to arrange or modify appointments. I will not respond to an email from you unless you have specifically opted in here, and only at the address you list below. If you opt in, please refrain from discussing any content related to your therapy sessions, as email is not completely secure or confidential.

Do you wish to communicate by email? yes no

If yes, from which email address will you be contacting me from? (I will not respond to client email correspondence from other addresses not listed here.)

(email) _____

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Texting. I prefer using texting only to arrange or modify appointments. I will not respond to a text from you unless you have specifically opted in here, and only at the mobile number you list below. If you opt in, please refrain from discussing any content related to your therapy sessions, as texting is not completely secure or confidential.

Do you wish to communicate by texting? yes no

If yes, from which mobile number will you be contacting me from? (I will not respond to client texts from other phone numbers not listed here.)

(phone number) _____

My primary concern is your privacy. I do not accept social media “friend” or other contact requests from current or former clients. I believe that doing so could possibly undermine your confidentiality and our respective privacy, not to mention, be detrimental to our therapeutic relationship.

You are welcome to use your own discretion in choosing whether or not to follow any of my professional social media accounts. I will not, under any circumstance, follow you back. I only respond to other professionals. I do not follow current or former clients on any other social media platforms. I explicitly refrain from searching for or viewing any of your online content outside of therapy. If there is anything from your online life that you wish to share with me, please bring this to my attention during our meeting where we can view and discuss it together, during the therapy hour.

Please do not use any messaging on social networking sites to contact me. These sites are not secure and I may not receive or read the messages in a timely manner. Do not use any wall postings, @replies, or other means of engaging with me online if we have an already established client/therapist relationship. Engaging with me in this manner may compromise your confidentiality. Furthermore, communication in this fashion creates the possibility that these exchanges could become part of your legal medical record and will need to be archived and documented in your client file.

You may find my practice listed on sites like Yelp, Yahoo Local, Bing, or other places which may list businesses. Some of these sites include forums for users to rate providers and add reviews. Many of these sites comb search engines and automatically add listings regardless of whether the business has chosen to add itself to the site. If you see me listed on such a site, please realize that the listing is not a request for a testimonial, rating, or other endorsement from you as a client. While you have the right to express yourself online in any way you wish, in the interest of your confidentiality, I cannot respond in any way, whether it is positive or negative.

You may change your communication preferences at any time. I may update this policy (version 10/2018) at any time. The current version will be available on my website. Please fill out one copy of this form for my records and please keep a copy for your records. Paper copies of this policy are available upon request.

Complaints may be directed to the Texas State Board of Examiners of Marriage and Family Therapists, Complaints Management and Investigative Section, P.O. Box 141369, Austin, TX 78714-1369, or call 1-800-942-5540. Complaints may also be directed to the American Association for Marriage and Family Therapy, 112 South Alfred St., Ste. 300, Alexandria, VA 22314-3061, or call 703-838-9808 (www.aamft.org).

INFORMED CONSENT AND PRACTICE POLICIES, AND PRIVACY POLICY: HIPAA, ACKNOWLEDGEMENT

I have been provided a copy of the **Informed Consent & Practice Policies** and **Privacy Policy: HIPAA**. I have also been provided with, the document, **Electronic Communications Policy & Agreement**. I understand and accept all of the policies and practices, and consent to treatment as outlined in these documents. D. Skeetz Edinger, MS, LMFT-Associate, is hereby granted consent to contact me as specified in the **Electronic Communications Policy & Agreement**, as well as granted consent for the use and disclosure of my health information as described in these policies for Treatment, Payment, and Health Care Operations.

Check here for special instructions or additions to this document: _____

I (print name) _____, hereby consent to evaluation and treatment.

(signature) _____ (date) _____

I (print name) _____, have reviewed the policies regarding **Issues Involving, but NOT limited to, Technology Assisted Services**, and consent to the delivery of services via the use of technology.

(signature) _____ (date) _____

I (print name) _____, verify that I am the legal parent, legal guardian, managing conservator, or a person designated by the court to have the authority to consent to provide services for the client, if under the age of 18.

(signature) _____ (date) _____

D. Skeetz Edinger, MS, LMFT-Associate (License number 203343)

(signature) _____ (date) _____