

# A Talk with John Counseling and Consulting, PLLC

John W. Goodwin III., MA, LCMHC

## Consulting Agreement

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_ Do you accept texts? Yes\_\_\_\_ No\_\_\_\_

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

Welcome to my consulting practice. This document constitutes an understanding and a contract between us (the "Agreement"). Please read it carefully and raise any questions or concerns that you may have before signing.

### Description of Services

The services provided by A Talk with John Counseling and Consulting, PLLC are conducted via telephone, video or in person. Consulting is a partnership focused on developing the client's awareness, thinking, and abilities to help the client identify and achieve his/her work-related and life goals. The success of the consulting engagement depends upon the Client's commitment and openness to the process.

*\*\*Please note that consulting should not be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care or substance abuse treatment and I will not use it in place of any form of diagnosis, treatment or therapy.*

### Differences between Consulting and Psychotherapy

*Consulting* is different from psychotherapy — it neither is, nor purports to be, a substitute for psychotherapy. In addition to being a consultant, I am also a Licensed Clinical Mental Health Counselor in North Carolina, with training and experience in diagnosing and treating emotional problems. While there are similarities between consulting and psychotherapy, they are quite different endeavors, and it is important that you understand the differences between them.

*Psychotherapy* is a healthcare service and is usually reimbursable through health insurance policies. This is not true for consulting. Both consulting and psychotherapy utilize knowledge of human behavior, motivation, behavioral change, and interactive counseling techniques. The major differences are in the focus, goals, and level of professional responsibility.

### Focus & Goals

*The focus of consulting* is development and implementation of strategies to reach Client- identified goals which will enhance performance and personal satisfaction. Consulting may address specific personal projects, life balance, job performance and satisfaction, or general conditions in the client's life, business, or profession. The client sets the agenda, and the success of the endeavor depends on the client's willingness to take risks and try innovative approaches. The consulting relationship is more direct and challenging.

*The focus of psychotherapy* is identification, diagnosis, and treatment of mental and nervous disorders. The goals of psychotherapy include alleviating symptoms; understanding the underlying dynamics which create symptoms; changing dysfunctional behaviors which are the result of these disorders; and developing new strategies for successfully coping with the psychological challenges which we all face.

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### Session Fees

The fee for an initial assessment is **\$200**, and all follow up consulting sessions fees are at the rate of **\$175** per 50-minute session. Consulting fees will be paid in advance of sessions. Payments for Consulting Sessions can be paid through Credit/Debit, PayPal, Zelle, CashApp or Cash. In the event the Client fails to pay the amount due **24 hours prior to the scheduled session**, the session may be cancelled at the Consultants discretion.

Professional time spent outside of scheduled consulting sessions, between session phone calls or email exchanges, reading or reviewing documents will be charged on a pro-rated basis, if less than 50-minutes. If I am required to attend meetings outside of my offices, you agree to pay for all time and travel expenses to the location of such meetings.

### Cancellations

It is required that you give 24 hours' notice if you need to cancel or change the time of the appointment. I will make every effort to re-schedule sessions which are cancelled in a timely manner. If a client does not cancel in a timely manner on a regular basis, I will need to end our consulting relationship. Cancellation (less than 24 hours before) and/or no-show appointments, the client will forfeit the session fee.

The Consultant and client commit to start and finish each session on time. If the client is more than 10 minutes late for a scheduled session, it will be assumed that the session is cancelled, and the client will forfeit the session fee.

### Confidentiality

A Talk with John Counseling and Consulting, PLLC fully protects the privacy and confidentiality of communications with its clients. At no time will A Talk with John Counseling and Consulting, PLLC voluntarily divulge the consulting relationship between themselves and their clients without written permission from the Clients, unless required to do so by a court of law.

### My Consulting Commitment

- I will honor the time that we are together and hold your confidences.
- I will not judge you and will respect your perceptions of the world.
- It is not my job to change you. It is my privilege to bring awareness, clarity of choices and if you choose action to your life.
- I will always hold you in positive focus. We will concentrate on what is working in your life and how to create more that will work for you.
- I will support, encourage, teach, and help you stay "on track" toward your goals.

### Termination of Services

Either Party may terminate this Agreement immediately upon notice. Notwithstanding the foregoing, Client shall not be relieved of any obligations to pay fees due to A Talk with John Counseling and Consulting, PLLC solely because of the termination of this Agreement.

### Limitation of Liability

IN NO EVENT SHALL A Talk with John Counseling and Consulting, PLLC BE LIABLE TO THE CLIENT FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT.

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### Entire Agreement

This Contract constitutes the entire agreement between the Client and the Consultant and the Consultant shall not be held responsible and shall remain blameless for any adverse or other consequences, including but not limited to financial, personal, employment or other losses, arising out of decisions or actions the Client may make as a result of the Services provided by the Consultant.

**Acceptance of Terms** *We agree to these terms and will abide by these guidelines.* By signing below, I acknowledge that I have had the opportunity to review this Agreement, that I understand all aspects of it, and I agree to abide by it.

Client's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Client's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Consultant: \_\_\_\_\_

Date: \_\_\_\_\_

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