

**ESTELLE FINEBERG COUNSELING ASSOC.**  
**Estelle Fineberg LCSW,LMFT, LMT, SEP, TEP**

**CLIENT HANDBOOK**

*A Memorandum Of Understanding*

A client/therapist relationship is a very special relationship. This handbook is to help establish some important ground rules to maximize clarity and mutual understanding of some aspects of this relationship. Some of these ground rules are imposed by Florida law. Others are here to clarify our mutual responsibilities. Any concerns or questions stated herein should be discussed with me.

**Confidentiality**

As the client, you control whether or not I may disclose confidential information. However, Florida law, mandated or implied, dictates limited exceptions.

Under the following circumstances I will breach confidentiality:

1. When there is reasonable cause to suspect the child or elderly or disabled individual has been or may be abused.
2. When there is reasonable cause to believe that you pose a risk of imminent harm to yourself.
3. When there is reasonable cause to believe that you pose a risk of imminent harm to another individual.
4. When I am compelled to testify pursuant to a valid court order. (In this circumstance, I will assert the communication is privileged and will only testify after you have an opportunity to obtain a court order protecting the confidential information.)

**Limited release of Information**

There are also circumstances where limited release of information is beneficial. Unless specified by you, you agree to the following waivers:

1. To the referral source. You agree that the individual or agency who referred you may be contacted to convey the following limited information: (a) the fact that you have been seen for an initial session, (b) whether or not more sessions will be or have been scheduled, (c) a statement of appreciation for the referral.
2. For medical consultation. You agree that I may consult with your physician(s).
3. For consultation with professional peers. From time to time, I may consult with my professional peers regarding a professional matter. My professional peers are likewise bound to confidentiality. It is understood that your name will not be released to the consulting clinician in such cases.
4. Third party payers. You agree that I may release information to the extent necessary to obtain payment from the third party payers (i.e. your insurance carrier.)

**Litigation Limitation**

Due to the nature of the therapeutic process and the fact it often involves making a full disclosure with regards to many matters which may of confidential nature, it is agreed there should there be legal proceedings (such as, but not limited to divorce, custody disputes, injuries, lawsuits etc.) neither you nor your attorney/s, nor

anyone else acting on your behalf will call on Estelle Fineberg to testify in court or any other proceedings, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

### **Family, Group and Couple**

Unless otherwise specified, when multiple individuals in relationship to each other are seen in therapy, the "client" is the relationship that binds the individuals together (i.e. the marriage in Marital Therapy.) Individual sessions may be scheduled if it is in the best interest of the therapy. I will not hold any secrets told to me by either person.

### **Touch in Therapy**

Non-sexual touch may be incorporated as part of Psychotherapy and our work together. Sexual touch is unethical and illegal. You have the right to decline or refuse without fear or concern about reprisal. Touch can be very beneficial yet can also unexpectedly evoke emotions, thoughts, physical reactions or memories that may be upsetting, depressing, evoke anger etc. Sharing and processing these feelings, if they arise, is a helpful part of therapy.

### **Telephone Availability**

You may leave messages at any time on my voice mail. Messages will generally be returned within 24 hours. If you do not hear from me within 24 hours, please call again and leave another message. In the event I cannot be reached, (since 24 hour availability is not provided), crisis assistance can be obtained by calling First Call for Help (Crisis Line) 954-467-6333. A prorated fee will be charged for any phone contact over ten minutes, when appropriate and mutually agreed upon.

### **Sessions**

Sessions are 50 minutes unless otherwise agreed upon.

### **Payments**

Payment for services is due at the time services are rendered unless payment arrangements have been approved in advance.

### **\*Missed Appointments & Cancellation\***

24 hour notification is required to cancel or change all booked sessions. All cancellations under 24 hour and missed appointments will be charged the full amount. Thank you for respecting my time and my services.

### **Consent to treatment**

I consent to psychotherapeutic evaluation and treatment. I have received and read a Client Handbook-Memorandum of Understanding, and agree with the terms stated therein.

\_\_\_\_\_  
Client or Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinician

