

## EXAMPLE FORM

# Intuitive Consultation, Life Crafting, and/or Spiritual Integration

## Work Agreement

#### OFFICE OF DR. SAHANA D'SILVA TREE OF LIFE SOUL-CENTERED WELLNESS

Overview of Service Provided	2
Agreement and Overall Goals	2
Guidance for Success	2
1: Consultant-Client Relationship	3
2: Services	4
3: Scheduling	4
4: Fees and Cancellation Policy	5
5: Cancellation Policy	5
6: Procedure	5
7: Late Arrivals	6
8: Confidentiality	6
9: Record Retention Policy	7
10: Termination	7
11: Limited Liability	7
12: Entire Agreement	8
13: Dispute Resolution	8
14: Severability	8
15: Waiver	8
16: Applicable Law	8
17: Binding Effect	8



Signatures

#### **Overview of Service Provided**

Consultation is a partnership (defined as an alliance, not a legal business partnership) between the Consultant and the Client in a thought-provoking and creative process that inspires the client to maximize personal and professional potential. It is designed to facilitate the creation/development of personal, professional or business goals and to develop and carry out a strategy/plan for achieving those goals.

Intuitive Consultation will use the above in combination with intuitive readings and information accessed by the consultant as and when relevant, to further the consultation process.

Spiritual integration work is a process of intuitive processing and goal-setting similar to consultation as above, that specifically focuses on client spiritual life path development, as guided by the priorities expressed by the client. It may further incorporate reiki and healing touch to receive intuitive information as well as offer healing to further client development.

#### **Agreement and Overall Goals**

This Agreement is entered into by and between: CONSULTANT and CLIENT, whereby Consultant agrees to provide Consultation Services for Client focusing on the following goals:

- 1. **Discover**: Identify and guide client awareness towards aspects of client life spheres, beliefs, behavioural patterns and motivations that no longer serve your Highest Good.
- 2. **Heal and Transform**: Those same beliefs, behavioural patterns and motivations that no longer serve your Highest Good towards ones that better serve your life path and purpose.
- 3. **Transcend**: Shifting these beliefs, behavioural patterns and motivations to experience more freedom, love and joy in your life, where you step into your more authentic self and life path.

#### **Guidance for Success**

☐ Come prepared to sessions with ideas of what you want to work on.



In addition to processing information from intuitive readings, and working on your related goals, I may do additional intuitive readings as and when appropriate, as sessions unfold. We do not expect that every session will consist of an intuitive reading, which would in fact be detrimental to you, without time and work around processing and integration of that information.
Intuitive reading recordings are for private use only. Please do not post publicly.
pasiioty.

## 1: Consultant-Client Relationship

- A. Consultant agrees to maintain the ethics and standards of behavior established by the International Coach Federation "(ICF)" (*Coachfederation.org/ethics*). It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behavior.
- B. Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the consultation relationship and his/her consultation calls and interactions with the Consultant. As such, the Client agrees that the Consultant is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Consultant. Client understands consultation is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.
- C. Client also understands that while Consultant is a trained and licensed physician, psychiatrist and psychotherapist, these consultation services are not offered under or as part of that medical licensure. Should a situation arise during the course of consultation where Consultant recommends mental health services would be helpful for client, Consultant may provide some referral references at her discretion, if able to do so, although not required or responsible to. This referral out from the Consultant-Client relationship will specifically then be because the Consultant is not using her psychotherapy or mental health skills for treatment in this Consultant-Client relationship.
- D. Client further acknowledges that he/she may terminate or discontinue the consultation relationship at any time.
- E. Client acknowledges that consultation is a comprehensive process that may involve different areas of his or her life, including work, finances, health, relationships, education and recreation. The Client agrees that



- deciding how to handle these issues, incorporate consultation principles into those areas and implementing choices is exclusively the Client's responsibility.
- F. Client acknowledges that consultation provides guidance, not answers, which arise through conversation in the Consultant-Client relationship. That information can guide Client actions, by Client choice and independent decision-making.
- G. Client acknowledges that consultation does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that consultation is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed.
- H. If Client is currently under the care of a mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the consultation relationship agreed upon by the Client and the Consultant.
- I. The Client understands that in order to enhance the consultation relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program. Client agrees to commit to his/ her best effort to prepare for sessions prior to appointments, be present fully during sessions, and follow through on action plans between sessions.

#### 2: Services

- A. The parties agree to engage in a \_\_\_\_ (1 initial or 8) session Consultation Program through live video conference and/or live phone call meetings.
- B. Consultant will be available to Client by brief e-mail (1-2) and phone (if pressing, max 1 10-15 minute call) in between scheduled meetings.
- C. Consultant may also be available for additional time, per Client's request on a prorated basis rate of \$225USD/hour for services that may or may not involve direct interaction with Client (for example, reviewing documents, reading or writing reports, engaging in other Client related services outside of consultation hours).

## 3: Scheduling

A. Clients benefit most from weekly sessions. Meeting weekly allows us to follow up actively and consistently towards your goals for consultation in a productive manner. If you begin having difficulties committing to weekly



- sessions, we will discuss what the barriers are and work on a plan to increase consistency.
- B. Sessions will be 60 mins in-person. Please be aware that Consultant spends 15 minutes both prior and post session on client work and care, in addition to time between sessions as and when needed. Cost and value of weekly charges are related to total time of greater than 1.5 hours per week.
- C. Please note that it is difficult to benefit from consultation without consistent attendance.
- D. During our first session we will discuss a regular meeting time and we will agree to work together during that day and time slot that we choose. This secures you a day and time in my schedule that I set aside just for you.
- E. If you need to change this regular meeting time for any reason, please give as much notice of this change as possible and not less than 48 hours notice to avoid the cancellation fee.

## 4: Fees and Cancellation Policy

The sum of
<ul> <li>→ An hourly session is charged at \$ USD/hour - this rate will increase nominally annually on July 1st. Consultant will remind client of the upcoming increase in the few sessions leading up to July 1st.</li> <li>→ A package of 12 sessions is charged at \$ USD total, discounted to \$ USD (10% off), that can be paid before the first session as above.</li> </ul>
This can be paid in monthly installments at the beginning of each month by mutual agreement if you need to do so. This agreement and rate is renewable in session, at the end of each package period.  → Client and consultant have agreed on a discounted rate of \$USD/hour, in exchange for active monthly feedback of the coaching process and client progress.
This consultation agreement is valid as of (date).
<ul> <li>□ An hourly session is charged at \$ USD/hour</li> <li>□ We are agreeing to a discounted rate of \$/ hour in exchange for active feedback. I will send a form with questions for feedback, by Session 4. This will be repeated monthly or less.</li> </ul>
<ul> <li>n/a A package of 8 sessions is charged at \$n/a total, discounted to \$n/a (10% off), that can paid before the first session as above.</li> <li>This can be paid in installments by mutual agreement if you need to do so.</li> </ul>



- A. The calls/meetings shall be 60 minutes in length of call or meeting. If rates change before this agreement has been signed and dated, the prevailing rates will apply.
- B. For the first session, payment is due at the time of scheduling, or 1 week prior to the scheduled session by mutual agreement. If payment is not received by 1 week prior, the appointment will not be held.
- C. For the second and subsequent sessions, you will be charged for the session 48 hours prior to the appointment.
- D. Invoices are sent out monthly for completed sessions. Preferred method of payment is by credit or debit card through the online invoicing system. Checks are also accepted, please discuss with me if you would like to use a check.
- E. Payments for coaching and consultation may be tax-deductible as a professional education expense, depending on your field of work. Please discuss with your accountant for more advice on this.

## **5: Cancellation Policy**

- A. Client agrees that it is the Client's responsibility to notify the Consultant at least 24 hours in advance of the scheduled calls/meetings.
- B. If you anticipate needing to change a set appointment and call in advance of 24 hours, we would be happy to find another time that works for you during the week, if our mutual schedules permit.
- C. No changes can be made within 24 hrs of your appointment. I charge for missed appointments and cancellations under 24 hrs (except in emergency situations). If you do not show up or contact me within the first 20 minutes of our session time, the appointment will be considered canceled and I will no longer be available.
- D. If you cancel within 24 hours, we will charge your card/account for the full session fee.
- E. If the Client cancellation is due to a crisis or emergency such as an accident or death in the family, the cancellation fee will be waived.
  - a. However I will not waive the fee if a pattern of such cancellations develops indicated by more than 3 instances.

#### 6: Procedure

The time of the consultation meetings and/or location will be determined by Consultant and Client based on a mutually agreed upon time.

 For a phone appointment, the Consultant will initiate all scheduled calls and will call the Client at his/her given number for all scheduled meetings.



- For a Zoom/ virtual meeting, the consultant will "wait online" within the virtual meeting space at the appointed time. It is the client's responsibility to sign in on time. If the Client is having trouble connecting to the virtual meeting, the client will call to say so within the first ten minutes of the appointment. If Client does not see Consultant signed in within that time, Client is welcome to call Consultant, in the possibility of a technical problem Consultant is unaware of.
- For in-person appointments, client is expected to come to the office for the scheduled time. If the Client is having trouble preventing arrival to the appointment, the client will call to say so within the first ten minutes of the appointment.
- If the Consultant will be at any other number for a scheduled call, Client will be notified prior to the scheduled appointment time.
- Client agrees to return the intake preparation packet at least 24 business hours prior to the initial appointment. This packet will be sent to Client when you schedule the intake. If the Client does not return the packet prior to the intake, 15 minutes will be used by the Consultant during the first appointment to review the packet.

#### 7: Late Arrivals

If you arrive late, your session will be shortened due to your late arrival out of respect for others' whose appointments follow yours. Depending upon how late you arrive, we will determine if there is enough time remaining to start a treatment. Regardless of the length of the treatment actually given, *you will be responsible for the fee for the "full" session*. Out of respect and consideration to your consultant and other clients, please plan accordingly and be on time.

## 8: Confidentiality

- A. This consultation relationship, as well as all information (documented or verbal) that the Client shares with the Consultant as part of this relationship, is bound by the principles of confidentiality set forth in the ICF Code of Ethics.
- B. Please note that the Consultant-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege.
- C. The Consultant agrees not to disclose any information pertaining to the Client without the Client's written consent.
- D. The Consultant will not disclose the Client's name as a reference without the Client's consent.



- E. Consultant may occasionally consult with their business partner who also coaches and consults, for outside perspective on a situation that Consultant and Client are working on, in the interest of progress of the Client.
- F. If the Client specifically declines this ongoing working relationship, Client will let Consultant know at the time of returning this document, or any time during the ongoing consultant relationship.

#### Confidential Information does not include information that:

- I. ...was in the Consultant's possession prior to its being furnished by the Client
- II. ...is generally known to the public or in the Client's industry
- III. ...is obtained by the Consultant from a third party, without breach of any obligation to the Client
- IV. ...is independently developed by the Consultant without use of or reference to the Client's confidential information
- V. ... the Consultant is required by statute, lawfully issued subpoena, or by court order to disclose
- VI. ...is disclosed to the Consultant and as a result of such disclosure the Consultant reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others (Consultant is a mandated reporter of child or elder abuse as a licensed physician)
- VII. ...involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Consultant in a timely manner.

#### 9: Record Retention Policy

Consultant does not keep any records of our sessions other than personal notes during the session, that are usually expunded every few months.

#### 10: Termination

- A. Either the Client or the Consultant may terminate this Agreement at any time with 2 weeks written notice.
- B. Client agrees to compensate the Consultant for all consultation services rendered through and including the effective date of termination of the consultation relationship.
- C. If client has 3 consecutive cancellations consultant may terminate the consultation relationship through written notice to allow for others to be able to access these services.



D. Consultant may also terminate consultation relationship through written notice, if Consultant has concerns about Client's mental health stability, and considers further consulting detrimental to client's mental health.

## 11: Limited Liability

Except as expressly provided in this Agreement, the Consultant makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the consultation services negotiated, agreed upon and rendered. In no event shall the Consultant be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, the Consultant's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Consultant under this Agreement for all consultation services rendered through and including the termination date.

## 12: Entire Agreement

This document reflects the entire agreement between the Consultant and the Client, and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Consultant and the Client.

## 13: Dispute Resolution

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Consultant agree to attempt to mediate in good faith for up to (certain amount of time such as 30 days) after notice given. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

## 14: Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.



#### 15: Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

## 16: Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the State of Washington, without giving effect to any conflicts of laws provisions.

## 17: Binding Effect

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.



I have read the preceding Disclosure Statement and have been given an opportunity to ask questions clarifying any of its contents. I understand the content of this disclosure.

CONSULTANT Consultant Name and Address:
Consultant signature:
Date:
CLIENT
Client Name and Address:
Client Signature:
Date:
NOTE

Please sign and return by email prior to the first scheduled consultation meeting.