

PROFESSIONAL SERVICE AGREEMENT

NAME: _____

DATE OF BIRTH: _____

Empowering Relief Counseling, PLLC (ERC) offers affirming, connecting, empowering, and authentic counseling services to individuals, couples, children, adolescents and families. This document contains important information you should know before you start counseling services, also known as “Informed Consent”. Informed Consent is information about available services, the fees we charge, what to expect from services, and limitations.

SERVICES

Mental health counseling is not easily described in general terms. There are many different methods we may use to deal with the concerns you hope to address. Counseling varies depending on the modality used by the counselor, personality of counselor and client, and the particular problems you are experiencing. **It calls for a very active effort on your part.** Sometimes counseling requires trying new ways of doing or thinking about things. You will always be free to move at your own pace and to accept or reject any intervention your counselor uses. In order for counseling to be most successful, you will have to work on things you talk about both during and after your sessions.

Counseling can have benefits and risks. Since counseling often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, counseling has been shown to have many benefits. Counseling often leads to better relationships, solutions to specific problems, and a significant reduction in feelings of distress. There are no guarantees of what you will experience.

You and your counselor will work jointly to create a treatment plan that offers a reasonable promise of success and is consistent with your abilities and circumstances. We will regularly review your treatment plan to ensure continued effectiveness, always respecting your freedom of choice. Although we will work with you to achieve the best possible results, it is impossible to guarantee any specific outcomes regarding your counseling goals.

If we believe that your concerns require knowledge that we do not have, we may refer you to another provider at ERC or in the community with specific training or experience. Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve appropriate closure. **It is strongly recommended that if you choose to discontinue services for any reason, you discuss with your counselor.** At any time, please inform your counselor if you wish to end the counseling relationship or to request a referral to another provider. We will always discuss any such referral and available options with you.

Personal counseling relationships are professional, and contact between client and counselor is expected to be of a professional nature at all times. Sexual intimacy between client and counselor is never appropriate.

CONFIDENTIALITY

All of our work together – our conversations, your records (current and closed), and any information that you give – is protected by privilege. Privilege refers to the legal protection you have to prevent information about you given to anyone without your awareness and permission. Please refer to the HIPAA Notice of Privacy Practices for additional information.

We respect your privacy and we commit to honor your privilege. However, there are some limits to your privilege – legal exceptions you should understand before we start.

1. ERC is required by law to report any real or suspected child neglect or abuse when there is enough information to make a report to law enforcement, the Department of Child and Family Services, and/or Child Protective Services.
2. ERC is required to report real or suspected abuse, neglect, or exploitation of an elderly person (65 or older) or vulnerable adult (18 years or older with impairment due to mental or physical condition) to law enforcement and/or Adult Protective Services.
3. ERC is legally and ethically bound to inform the appropriate person(s) or authorities if a client is in imminent danger of doing harm to self or others.
4. Under rare circumstances, a court may subpoena a client file. ERC will attempt to notify the client when we receive a subpoena and to quash (or make invalid) the request, but ultimately a court may order disclosure of certain privileged information.

5. If a client becomes involved in any lawsuit in which they claim compensation for emotional pain and suffering the court may insist upon and may obtain information from ERC.
6. ERC may disclose information in order to protect itself if a client files a lawsuit against ERC or an employee of ERC or makes a complaint with a state licensing board.
7. ERC participates in supervision and peer consultation in order to provide the highest quality service. When consulting with a colleague to gain insight and feedback on the work we do together, every effort will be made to protect your anonymity.
8. The financial part of your relationship with ERC imposes some confidentiality limits. If you are using insurance or another third party payer, our office must share certain information with them, including (but not necessarily limited to) your diagnosis and the times of your visits. A managed care company may require us to provide additional information, such as symptoms and your progress.
9. ERC is permitted to disclose limited information to law enforcement when a crime on our premises or against our personnel has been committed.
10. In case of a medical emergency, ERC is permitted to disclose identifying information to medical personnel who need the information for the purpose of treating a condition which poses an immediate threat to the health of any individual and which requires immediate medical intervention.

Participants of group counseling are required to maintain a strict commitment to respect the confidentiality of other group members. Violating the confidentiality of other participants may result in immediate termination of services. Clients can be assured that ERC will do everything in its power to provide a safe, trusting, and confidential environment where your concerns can be met. If you have questions regarding confidentiality, please feel free to address them with your counselor at any time.

PROVIDER QUALIFICATIONS

All staff members providing counseling are qualified to do so. Counselors are licensed in the State of Utah and, where necessary, supervised by a licensed professional. In order to meet the high demand for services, ERC may participate in graduate training programs and services may be provided to you by graduate student interns who are supervised by licensed professional staff at ERC (or by licensed professionals contracted by ERC to provide supervision). You will always be notified if you are working with a graduate student intern.

Your counselor's licensing information:

□ Jacob E. Jacquez

Licensed Clinical Social Worker
License #7915180-3501

As a social worker, I adhere to the accepted professional standards of ethics as outlined by the National Association of Social Workers (NASW).

□ Amanda J. Gonzalez

Licensed Clinical Social Worker
License #9430005-3501

As a social worker, I adhere to the accepted professional standards of ethics as outlined by the National Association of Social Workers (NASW).

□ Ana Borges

Licensed Marriage & Family
Therapist
License #8339315-3902

As a Marriage & Family
Therapist, I adhere to the
accepted professional
standards of ethics as outlined
by the American Association
for Marriage and Family
Therapy (AAMFT).

□ Myles Q. Davis

Licensed Clinical Social Worker
License #9438804-3501

As a social worker, I adhere to the accepted professional standards of ethics as outlined by the National Association of Social Workers (NASW).

□ Brenda Dowse

Licensed Clinical Social Worker
License #8614398-3501

As a social worker, I adhere to the accepted professional standards of ethics as outlined by the National Association of Social Workers (NASW).

SESSIONS

An initial evaluation will typically last 45-60 minutes. The counselor conducting the evaluation will ask several questions in order to compile a comprehensive assessment. During this time, you and your counselor will decide if ERC is able to provide the services you need in order to meet your treatment goals.

The frequency and duration of sessions thereafter will be discussed with you during the process of treatment planning. Individual appointments are typically 45-60 minutes in duration, and to respect the time of other patrons, we must end each sessions promptly. Failure to arrive on time for your scheduled appointment may result in your appointment being rescheduled or your time with your

counselor reduced, at the discretion of your counselor. If you must cancel a scheduled appointment, please let us know as soon as possible. **Failure to provide at least a 24-hour notice will incur a No-Show Fee of \$50.** Unfortunately, your insurance company will not pay claims for missed visits, so you will have to pay the fee prior to your next session.

PROGRAM RULES

Clients are required to adhere to the following program rules:

- Attendance at scheduled appointments. If it becomes necessary to cancel a scheduled appointment, ERC requests at minimum 24-hours notice. Failure to provide the notice may incur a no-show fee per ERC's Fee Schedule.
- Treat staff and other clients with respect and dignity free from verbal or physical abuse.
- Maintain the confidentiality of others. Refrain from disclosing that you saw someone at ERC. If participating in a group, disclosing any information of another is strictly prohibited.
- No weapons, alcohol, drugs or drug paraphernalia are permitted on the premises.
- Smoking is prohibited indoors and only allowed 25 feet away from any entrance, exit, open window, or air intake of the building.
- Maintain compliance with this Professional Service Agreement, including the payment of fees.
- Comply with your agreed upon treatment plan.

CLIENT RIGHTS

As a participant in services with ERC you are entitled to the following rights and privileges:

- The right to affirming treatment, free from discrimination.
- The right to non-punitive, non-judgmental treatment.
- The right to treatment free from coercion, shame, and abuse of power.
- The right to treatment free from potential harm or acts of violence.
- The right to treatment free from abuse, neglect, mistreatment, exploitation, and fraud.
- The right to be treated with dignity.
- The right to expect adherence to professional codes of ethics.
- The right to confidentiality.
- The right to self-determination and informed consent.
- The right to ask questions about their counselor's approach.
- The right to accept or reject any suggested counseling interventions.
- The right to request a referral to a different counselor.
- The right to request additional time to discuss any issue more fully.
- The right to individualized, empowering services.
- The right to file a grievance.

SANCTIONS/CONSEQUENCES

You have the right to know what happens in the event of failure to follow program rules. Staff of ERC will make every effort possible to resolve the concern amicably and always with respect and dignity for the individual involved. If, after attempts have been made the concern remains unresolved, the following may occur:

- A formal discussion with clinician.
- A formal discussion with the Executive Director or another clinician at ERC.
- You may make a request for a written notice outlining concerns, associated rule(s), and requirement(s) to remedy the situation.
- You may be discharged from the program.

FEES

All fees are billed in accordance with the ERC Fee Disclosure. You may request a disclosure at any time by speaking with your counselor. The following is a summary:

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| ✓ Initial Evaluation - \$175 (45-60 minute interview and write-up) | ✓ No-Show Fee - \$50/occurrence |
| ✓ Individual 45-min Session - \$120 | ✓ Returned Check Fee - \$35/occurrence |
| ✓ Individual 60-min Session - \$150 | ✓ Other Professional Services - \$100/hour |
| ✓ Couples Sessions - \$150 (60-90 minutes) | ✓ Involvement in Legal Proceedings - \$350/hour rounded up to the nearest hour |
| ✓ Family Sessions - \$150 (60-90 minutes) | ✓ Copy of Records - \$0.30/page |

We offer a 10%-20% discount for those who self-pay at the time of visit.

In addition to session fees, we charge \$100/hour for other professional services you may need, though we will break down the hourly cost into 15-minute increments for work periods less than one hour. Other services may include report writing, telephone conversations lasting longer than 15 minutes, consulting with other professionals at your request and, with your permission, preparation of records or treatment summaries.

If you become involved in legal proceedings that require our participation, you will be expected to pay for all of our professional time, including preparation and transportation costs, even if we are called to testify by another party. Because of the difficulty of legal involvement, we charge \$350 per hour rounded up to the nearest hour for preparation and attendance at any legal proceeding. All service fees are due and payable when they are incurred; insurance does not ordinarily pay for these services.

If you, or someone else (for example, another counselor or your lawyer), need a hard copy of your file or other records, our office charges \$0.30 per page for copying and postage.

INSURANCE/BILLING

We believe everyone should have access to quality, holistic healthcare and, at the same time, we must look out for the continuity of ERC. ERC has a certain number of reduced fee services available each. Please discuss any financial concerns and options with a member of ERC staff prior to or during your first appointment.

Payment for services is due at the time of your appointment and will be collected at the end of your session. We accept cash, check, and credit or debit cards. Our office must charge a full fee even if you are late. Your insurance will not pay for missed sessions.

We are happy to accept insurance assignment and to file insurance claims for our services, provided we have a contract with your insurance or third-party payer. We will file claims according to the contract terms with your insurance. **Co-pays are due at the time of your visit and cannot be waived.** If there is a problem collecting payment from any third-party payer, you remain responsible for payment of the full fee. Failure to pay for fees in accordance with the policies and procedures outlined in this document may necessitate termination of services at ERC and referral to another provider. If it becomes necessary to take legal action to collect an outstanding balance, you will be responsible for any associates cost incurred, including court and attorney's fees.

SERVICE TERMINATION

The following events/circumstances may be grounds for immediate termination from treatment services:

1. Stalking staff or anyone associated with ERC;
2. Bringing weapons, alcohol, drugs or drug paraphernalia onto the premises;
3. Unruly or uncooperative behavior;
4. Interfering with the privacy, safety, or care of others;
5. Destruction of office property;
6. Attempting to coerce staff into fraud;
7. Failing to abide by this Professional Service Agreement, including nonpayment
8. Physical aggression towards another individual while on ERC premises; and/or
9. Any action that jeopardizes the safety and health of a member of staff, another client, member of the governing body, or vendor.

This list is not exhaustive and any behavior that threatens the ability to provide safe, effective treatment may be grounds for immediate termination from the program. Upon termination from services, every effort will be made to provide appropriate referrals for continued care with another provider in the area.

GRIEVANCE PROCEDURE

If at any time you feel your right to service has been unjustly terminated or that services have been delivered in a manner which is detrimental or in violation of your rights, you may register a complaint as follows:

1. You are encouraged to meet with your assigned clinician to discuss the situation.
2. If a satisfactory decision is not reached, you may write a statement of grievance, with or without the assistance of your clinician, detailing the situation and submit the statement to the clinician for review with the Executive Director. Within 3 business days, the ED will notify you of the action taken in writing.
3. If you are not satisfied with the decision, you may submit a re-statement of grievance, adding to your original grievance and detailing the reason you disagree with the decision made. This statement may be submitted to the Executive Director via e-mail, mail, or hand delivery. The Executive Director will review the written statement, actions taken, and staff recommendations with all members of staff and the governing body of ERC. A joint decision will be made within 10 business days and you will be notified of the action taken in writing.

Please include contact information in any document submitted in writing.

CONTACT/EMERGENCIES

Face-to-face sessions are highly preferable to telephone interaction and counseling is never conducted via the telephone. The best way to contact your counselor is by calling his or her cell phone or (385)800-3272 during business hours. Your counselor has a confidential voice mailbox that is consistently monitored and every effort will be made to return your call within 1 business day. **In case of an emergency, please contact the UNI Crisis Line at 801-587-3000 or go to the nearest emergency room. If you are in a life-threatening situation, call 911.**

From time to time, you or ERC may choose to communicate electronically. ERC cannot ensure the confidentiality of any form of communication through electronic media, including text messages and email. We will attempt to return messages in a timely manner, but cannot guarantee an immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

Due to the importance of your confidentiality and the importance of minimizing dual relationships, staff members and counselors at ERC are prohibited from accepting friend or contact requests from current or former clients on any social networking site (i.e. Facebook, LinkedIn, etc.). Adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of your therapeutic relationship. If you have questions about this, please discuss with your counselor.

MINORS

Counseling services are most effective when a child has the opportunity to express themselves freely. Every effort will be made to balance and respect the child’s right to confidentiality and the parents’ right to be informed, in accordance with state and local statute. Clients under 18 years of age should be aware that the law allows legal guardians/parents the right to examine their treatment records unless a counselor decides that such access is likely to injure the child. Since guardian involvement in counseling is important, it is our policy to request an agreement between a child client allowing a counselor to share general information about the progress of the child’s treatment and their attendance at scheduled sessions. Any other communication will require the child’s authorization, unless the counselor feels the child is in danger or is a danger to someone else. In the case that the counselor feels there is a danger, the counselor will notify the legal guardian of the concern. Before giving any information, the counselor will discuss the matter with the child, if possible, and attempt to address any concerns or objections.

INFORMED CONSENT

- By signing below you agree to the following:
- You understand the limits to your confidentiality described above.
- You understand and agree with all of the above information.
- You agree to counseling services and consent to treatment provided by ERC under these conditions.
- You have read and agree with our Notice of Privacy Practices.
- You have been offered a copy of our Notice of Privacy Practices and this Professional Service Agreement.
- If you are the Parent or Legal Guardian of a child receiving services, you agree to these terms on behalf of your child.

This agreement for services will remain in effect until ended by agreement between you and your counselor. If you miss a scheduled visit and you do not call ERC within 7 days, your counselor will consider this as your notice you have terminated this agreement and you wish to discontinue counseling services with ERC.

Name: _____ Signature: _____ Date: _____

Witness
Name: _____ Signature: _____ Date: _____

For Minors
Legal Guardian/Parent
Name: _____ Signature: _____ Date: _____