

## 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 referred to as "Informed Consent".

### SERVICES

Mental health counseling is not easily described in general terms. There are different methods we use to address your concerns. Counseling varies depending on the modality used by the counselor, personality of counselor and client, and the particular problems you are experiencing. 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. 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 meet for a termination session 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.

### NOTICE OF PRIVACY PRACTICES

Effective Date of Notice: March 8, 2022

The following notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

#### Your Rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

You have the right to:

1. Get an electronic or paper copy of your medical record
  - a. You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
  - b. We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.
2. Ask us to correct your medical record
  - a. You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
  - b. We may say "no" to your request, but we'll tell you why in writing within 60 days.
3. Request confidential communications
  - a. You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
  - b. We will say "yes" to all reasonable requests.
4. Ask us to limit what we use or share

- a. You can ask us **not** to use or share certain health information for treatment, payment, or our operations.
    - i. We are not required to agree to your request, and we may say “no” if it would affect your care.
  - b. If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer.
    - i. We will say “yes” unless a law requires us to share that information.
5. Get a list of those with whom we’ve shared information
    - a. You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
    - b. We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.
  6. Get a copy of this privacy notice
    - a. You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.
  7. Choose someone to act for you
    - a. If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
    - b. We will make sure the person has this authority and can act for you before we take any action.
  8. File a complaint if you feel your rights are violated
    - a. You can complain if you feel we have violated your rights by contacting us using the information at the top of this document.
    - b. You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, DC 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).
    - c. We will not retaliate against you for filing a complaint.

### Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow reasonable instructions.

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1. In the following cases, you have both the right and choice to tell us to:
  - a. Share information with your family, close friends, or others involved in your care
  - b. Share information in a disaster relief situation

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.
2. In the following cases we **never** share your information unless you give us written permission:
  - a. Marketing purposes
  - b. Sale of your information
  - c. Most sharing of psychotherapy notes
3. In the case of fundraising:
  - a. We may contact you for fundraising efforts, but you can tell us not to contact you again.

### Our Uses & Disclosures

We typically use or share your health information in the following ways.

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1. Treat you
  - a. We can use your health information and share it with other professionals who are treating you.
    - i. 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.
2. Run our organization
  - a. We can use and share your health information to run our practice, improve your care, and contact you when necessary.
3. Bill for your services
  - a. We can use and share your health information to bill and get payment from health plans or other entities.

- i. 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.

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html).

1. Help with public health and safety issues
  - a. We can share health information about you for certain situations such as:
    - i. Preventing disease; ERC is required by state law to report certain infectious and communicable diseases to the local health department. A list of reportable diseases can be found at [https://slco.org/globalassets/1-site-files/health/programs/epi/reportable\\_diseases.pdf](https://slco.org/globalassets/1-site-files/health/programs/epi/reportable_diseases.pdf).
    - ii. 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.
    - iii. 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.
    - iv. 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.
2. Comply with the law
  - a. We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.
3. Work with a medical examiner or funeral director
  - a. We can share health information with a coroner, medical examiner, or funeral director when an individual dies.
4. Address workers' compensation, law enforcement, and other government requests
  - a. We can use or share health information about you:
    - i. For workers' compensation claims
    - ii. For law enforcement purposes or with a law enforcement official
      1. ERC is permitted to disclose limited information to law enforcement when a crime on our premises or against our personnel has been committed.
    - iii. With health oversight agencies for activities authorized by law
    - iv. For special government functions such as military, national security, and presidential protective services
5. Respond to lawsuits and legal actions
  - a. 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.
  - b. ERC can share health information about you to defend ERC or your counselor in legal proceedings instituted by you and/or complaints with a state licensing board.

*Please see below for information regarding substance abuse treatment records.*

## Our Responsibilities

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1. We are required by law to maintain the privacy and security of your protected health information.
2. We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
3. We must follow the duties and privacy practices described in this notice and give you a copy of it.
4. We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).

## Changes to the Terms of This Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our website: <http://ercounseling.com>.

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.

### Confidentiality of Alcohol and Drug Abuse Patient Records

The confidentiality of alcohol and drug abuse client records maintained by this program is protected by federal law and regulations. Generally, the program may not say to a person outside the program that a client attends the program, or disclose any information identifying a client as an alcohol or drug abuser unless:

1. You consent in writing,
2. The disclosure is allowed by a court order; or
3. The disclosure is made to medical personnel in a medical emergency or to qualified personnel for research, audit, or program evaluation.

Violation of the federal law and regulations by a program is a crime. Suspected violations may be reported to appropriate authorities in accordance with federal regulations. Federal law and regulations do not protect any information about a crime committed by a client either at the program or against any person who works for the program or about any threat to commit such a crime. Federal laws and regulations do not protect any information about suspected child abuse or neglect from being reported under state law to appropriate state or local authorities.

*(Reference 42 U.S.C. 290dd-3 and 42 U.S.C. 290ee-3 for Federal laws and 42 CFR part 2 for Federal regulations.)*

### 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. 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:

Name:	License type:	License number:	Your counselor adheres to the accepted professional standards of ethics established by:
Amanda J. Gonzalez	Licensed Clinical Social Worker (LCSW)	9430005-3501	National Association of Social Workers (NASW)
Ana Borges	Licensed Marriage & Family Therapist (LMFT)	8339315-3902	American Association for Marriage & Family Therapy (AAMFT)
Brenda Dowse	Licensed Clinical Social Worker (LCSW)	8614398-3501	National Association of Social Workers (NASW)
Jacob E. Jacquez	Licensed Clinical Social Worker (LCSW)	7915180-3501 (UT) LCSW-871 (WY) 0904013199 (VA)	National Association of Social Workers (NASW)
Jacob Lopez <sup>(1)</sup>	Associate Clinical Mental Health Counselor (ACMHC)	11318450-6009	American Psychological Association (APA)
Sam Golden	Licensed Marriage & Family Therapist (LMFT) - Utah  Clinical Mental Health Counselor (CMHC) - Utah	11862129-3902 (UT)  11862129-6004 (UT)	American Association for Marriage & Family Therapy (AAMFT)  American Counseling Association (ACA)

	Licensed Professional Clinical Counselor (LPCC) – Ohio	E.2001656 (OH)	National Board of Certified Counselors (NBCC)
	Independent Marriage & Family Therapist (IMFT) – Ohio	F.2000150 (OH)	
	Licensed Professional Clinical Counselor (LPCC) – Kentucky	268693 (KY)	

(1) Supervised by Brenda Dowse

(Supervision may be conducted remotely utilizing a HIPAA-compliant platform.)

## SESSIONS

An initial evaluation will typically last 45-55 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 45-55 minutes in duration, and to respect the time of other patrons, we must end each session 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 \$95.** Unfortunately, your insurance company will not pay claims for missed visits, so you will have to pay the fee prior to your next session.

## YOUR RESPONSIBILITIES

Clients have and are expected to adhere to the following responsibilities:

- Attendance at scheduled appointments. If it becomes necessary to cancel a scheduled appointment, ERC requests at minimum a 24-hour notice. Failure to provide the notice may incur a no-show fee per ERC's Fee Disclosure Statement.
- 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 and privacy of current and closed records.
- The right to self-determination and informed consent.
- The right to ask questions about your 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. Additional fees may apply.
- The right to individualized, empowering services.
- The right to file a grievance.
- The right to be informed of ERC policies and procedures that affect you or your ability to make informed decisions regarding your care. This includes:

- Program expectations, requirements, mandatory or voluntary aspects of the program.
- Consequences for non-compliance.
- Reasons for involuntary termination from the program and criteria for re-admission.
- Program service fees and billing.
- Safety and characteristics of the physical environment where services will be provided.

We are licensed by the Department of Human Services (DHS). You have the right to contact DHS if you witness questionable financial activity or other unethical behavior.

Provider Code of Conduct Violations - (801)520-2777

Issues related to facilities and operations, your client rights, or background screening - (801)538-4242

Concerns related to DHS contracts - (801)538-8261

(i.e. financial or payment issues, or to report suspected misuse of public funds)

## SANCTIONS/CONSEQUENCES

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

- A formal discussion with clinician.
- A formal discussion with a member of the Administrative team 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 following Fee Disclosure Statement. **Payment for services is due at the time of your appointment or, if applicable, as soon as your insurance carrier provides ERC with an Explanation of Benefits (EOB).** ERC requires you to provide a debit or credit card to charge any related fees (including copays, deductibles, no-show fees, outstanding balances, etc.). Cards will be securely stored. If you are unable to provide a card, an estimated payment will be collected at the start of your session. We will not schedule and cancel scheduled appointments if you have a balance outstanding. Our office must charge a full fee even if you are late. Your insurance will not pay for missed sessions.

### Fee Disclosure Statement effective 4/11/2022

The following is a list of services that may be provided to you by Empowering Relief Counseling (ERC). ERC reserves the right to make changes to the Fee Schedule below. In the case of a change, you will be provided, at minimum, a 30-day notice before the initiation of the new schedule. ERC offers a limited number of reduced fee appointments. Speak to your counselor if you are interested in applying. If you have questions or concerns, please discuss with your counselor.

Description	CPT Code	Time	Fee	Self-Pay Fee <sup>1</sup>
Initial adult assessment/annual re-assessment	90791	45-60 minutes	\$200	\$175
Initial adult assessment with report/write-up/ annual re-assessment	90791	45-60 minutes	\$250	\$225
Initial child/adolescent assessment/ annual re- assessment <sup>5</sup>	90791	45-60 minutes	\$300	\$250
Initial child/adolescent assessment with report/write-up/ annual re-assessment <sup>5</sup>	90791	45-60 minutes	\$500	\$400
Initial family, couples, marital, and/or intimate partner assessment/ annual re-assessment <sup>5</sup>	90791	120-180 minutes	\$625	\$525
Psychotherapy, 30 minutes with patient and/or family member	90832	16-37 minutes	\$80	\$70
Psychotherapy, 45 minutes with patient and/or family member	90834	38-52 minutes	\$120	\$100
Psychotherapy, 60 minutes with patient and/or family member	90837	53-60 minutes	\$150	\$120
Family, couples, marital, and/or intimate partner psychotherapy without the patient present	90846	45-60 minutes	\$250	\$225
Family, couples, marital, and/or intimate partner, conjoint psychotherapy with the patient present	90847	45-60 minutes	\$250	\$225

Add-on for each additional 15 minutes for family, couples, marital, and/or intimate partner psychotherapy	N/A	61+ minutes	\$50 <sup>2</sup>	\$50 <sup>2</sup>
Facilitated group psychotherapy	90853	varies based on the group; advanced notice will be provided prior to the start of any group session		
Co-Facilitated group psychotherapy	90853	varies based on the group; advanced notice will be provided prior to the start of any group session		
Psychotherapy for crisis, first 60 minutes	90839	30-74 minutes	\$200	\$175
Add-on for each additional 30 minutes for psychotherapy for crisis	90840	74+ minutes	\$90 <sup>4</sup>	\$80 <sup>4</sup>
No-Call, no-show fee	Not billable	N/A	\$95	\$95
Late cancellation (less than 24 hours notice)	Not billable	N/A	\$95	\$95
Returned check fee	Not billable	N/A	\$35	\$35
<b>Involvement in legal proceedings:</b> Record review, travel & waiting time in court Court Testimony	Not billable	1-60 minutes	\$150/hour <sup>2</sup> \$350/hour <sup>3</sup>	\$150/hour <sup>2</sup> \$350/hour <sup>3</sup>
Copy of Records	Not billable	N/A	\$0.30/page	\$0.30/page
<b>Other professional services:</b> including but not limited to telephone calls lasting more than 15 minutes, report writing, consulting with other professionals at the request of the client, etc.	Not billable	1-60 minutes	\$150/hour <sup>2</sup>	\$150/hour <sup>2</sup>

(1) Payment must be collected at the time of the visit to qualify for this rate. (2) Billed in 15-minute increments.  
(3) Billed in 1-hour increments, rounded **up** to the nearest hour. (4) Billed in 30-minute increments. (5) Ask us about payment plan options.

You may request a disclosure at any time by speaking with your counselor.

## INSURANCE/BILLING

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

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 associated cost incurred, including court and attorney's fees.

If you request ERC bill insurance it is your responsibility to understand the following information

1. Some insurance plans have a deductible. This is the amount you have to pay before your insurance will start paying. Usually any medical expenses you have will count towards your deductible but not always. Based on the plan, your deductible will typically reset annually. This may or may not be at the start of the calendar year.
2. You may have a copayment and/or coinsurance. Copayments and coinsurance are the amounts you have to pay for each session. A copayment is a specific amount. Coinsurance is a percentage of the total contracted fee.
3. Your insurance has likely negotiated a rate which may be different than the rate listed on ERC's fee disclosure statement. All amounts above are calculated using the negotiated rate for your specific insurance carrier.
4. It is a violation of our contract with your insurance carrier to waive a copayment, coinsurance, or deductible. You will be responsible for any service charges your insurance does not cover.
5. Insurance plans are very diverse, and we cannot guarantee how much your plan will and will not cover. We do our best to collect the appropriate payment and inform you of the cost of services in advance. However, it might be in your best interest to contact your insurance carrier to verify or ask questions. The telephone number is usually listed on the back of your insurance card. Ultimately, per this service agreement, you will be responsible for any fees your insurance does not cover.

### Illustrative Example:

If you have a \$2,000 deductible, co-insurance of 20%, and your insurance's contracted rate with ERC is \$130:

1. You will pay \$130 for each session until you have paid the \$2,000 deductible.  
After you have paid the deductible, you will pay co-insurance of \$26 per session (\$130 x 20%).

## NO SURPRISES ACT

You have the right to receive a “Good Faith Estimate” explaining how much your medical care will cost

Under the law, health care providers need to give patients **who don’t have insurance or who are not using insurance** an estimate of the bill for medical items and services.

- You have the right to receive a Good Faith Estimate for the total expected cost of any non-emergency items or services. This includes related costs like medical tests, prescription drugs, equipment, and hospital fees.
- Make sure your health care provider gives you a Good Faith Estimate in writing at least 1 business day before your medical service or item. You can also ask your health care provider, and any other provider you choose, for a Good Faith Estimate before you schedule an item or service.
- If you receive a bill that is at least \$400 more than your Good Faith Estimate, you can dispute the bill.
- Make sure to save a copy or picture of your Good Faith Estimate.

For questions or more information about your right to a Good Faith Estimate, visit [www.cms.gov/nosurprises](http://www.cms.gov/nosurprises) or call 385-800-3272.

## 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 Administrative team. Within 3 business days, a member of the Administrative team 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 Administrative team via e-mail, mail, or hand delivery. The Administrative team 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 their 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 2 business days. **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.

## Behavioral Telehealth Informed Consent

By using telehealth services at ERC, you acknowledge your understanding that "telehealth" includes the practice of health care delivery, mental health assessment, diagnosis, consultation, treatment/psychotherapy, treatment planning, transfer of medical data, and education using interactive audio, video, or data communications. ERC uses a secure web-based system through our electronic medical record to transmit audio and video data. To ensure privacy, the data is encrypted at the highest level possible and in compliance with HIPAA.

While participating in telehealth at ERC, you have the following rights and responsibilities:

1. You have the right to withhold or withdraw consent at any time without affecting your right to future care or treatment and without risking the loss or withdrawal of any program benefits to which you would otherwise be entitled.
2. Everything outlined in this Professional Service Agreement applies equally to telehealth and face-to-face services.
3. The laws that protect the confidentiality of your medical information also apply to telemedicine. As such, the information disclosed by you during the course of therapy is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality outlined above. As one of those exceptions, if your counselor believes your safety is at risk, they will contact emergency services and provide details that may otherwise be held in confidence.
4. The dissemination of any personally identifiable images or information from the telehealth interaction to a third party shall not occur without your written consent.
5. There are risks and consequences involved in telehealth services, including, but not limited to, the possibility, despite reasonable efforts on the part of ERC, that:
  - a. the transmissions of your medical information could be disrupted or distorted by technical failures;
  - b. the transmission of your medical information could be interrupted by unauthorized persons;
  - c. and/or the electronic storage of your medical information could be accessed by unauthorized persons.

All attempts to keep information confidential while using the web-based systems utilized for telehealth services will be made but a guarantee of 100% confidentiality cannot be made as a result of inherent risks with these communication systems. By using telehealth services, you attest you understand these issues and consent to use these systems for telehealth services.

6. Telehealth-based services and care may not be as complete as face-to-face service. If your counselor believes you would be better served by another form of psychotherapy (e.g. face-to-face services) you will be asked to schedule a session at the office, or you will be referred to another clinician who can provide such services in your area.
7. Nobody besides your counselor will be present at the therapist's designated site during the provision of telehealth services unless you are otherwise notified and provide your consent. ERC cannot be held responsible or liable for maintaining confidentiality at the site in which you choose to participate in telehealth services.

8. Certain situations, including emergencies and crises, are inappropriate for telehealth services. If you are in crisis or in an emergency, you should immediately call 911 or go to the nearest hospital or crisis facility. Emergency situations may include thoughts about hurting or harming yourself or others, having uncontrolled psychotic symptoms, any life threatening or emergency situation, and/or abuse of drugs or alcohol that may jeopardize your safety. You can access crisis line telephone numbers by visiting <https://ercounseling.com/resources> (e.g. University Neuropsychiatric Institute, 501 Chipeta Way, Salt Lake City, Utah 84108, 801-587-3000). You are advised to access these services should the need arise.

### INFORMED CONSENT

By signing below, you agree to the following:

You understand and agree with all of the information above.

You understand the limits to your confidentiality described above.

You understand the fees associated with services provided at ERC.

You understand and agree ERC may charge the credit or debit card you have on file for all service fees.

You agree to counseling services and consent to treatment provided by ERC under these conditions.

You have read, agree with and have received a copy of our Notice of Privacy Practices above.

You have been offered a copy of this Professional Service Agreement.

If you are providing consent for services on behalf of a child, you attest you are legally permitted to consent for the child's care and agree to the terms and conditions above on behalf of the 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 make contact with 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: \_\_\_\_\_