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## Client-Counselor Service Agreement

Welcome to Amethyst Center for Healing, Inc. This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign them or at any time in the future.

Counseling is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in counseling, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. Your counselor has corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

- **You have the right to be treated with dignity and respect.**
- **You have the right to be given counseling free from discrimination.**
- **You have the right to have your privacy protected.**
- **You have the right to communicate by telephone or in writing with family, attorney, physician, clergyman, and counselor or case manager except when contraindicated by the licensed clinical professional.**
- **You have the right to a grievance and complaint procedure.**

## Goals of Counseling

There can be many goals for the counseling relationship. Some of these will be long term goals such as improving the quality of your life, learning to live with mindfulness and self-actualization. Others may be more immediate goals such as decreasing anxiety and depression symptoms, developing healthy relationships, taking care of an unfortunate legal situation, changing behavior or decreasing/ending drug use. Whatever the goals for counseling, they will be set by the clients according to what they want to work on in

counseling. The counselor may make suggestions on how to reach that goal but you decide where you want to go and what you would like to be different for yourself and your life.

### **Risks/Benefits of Counseling**

Counseling is an intensely personal process which can bring unpleasant memories or emotions to the surface so that healing may happen. There are no guarantees that counseling will work for you or “cure” problems in a specific way. Progress may happen slowly, and sometimes we feel things more intensely during that progress. Counseling requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions.

There are many benefits to counseling. Counseling can help you develop coping skills, make behavioral changes, reduce symptoms of mental health disorders, improve the quality of your life, learn to manage anger, resolve past trauma, learn to live in the present and many other advantages.

### **Appointments**

*Individual sessions:* The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, we ask that you provide us with 24 hours' notice. If you miss a session without canceling, or cancel with less than 24-hour notice, you may be required to pay for the session [unless we both agree that you were unable to attend due to circumstances beyond your control]. It is important to note that insurance companies do not provide reimbursement for cancelled sessions; thus, you will be responsible the cancellation fee. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time.

*Group Sessions:* Group appointments will start on time. It is up to the discretion of the group facilitator to accept late clients up to 15 minutes after the group has started. After the 15 minute grace period, clients will not be allowed to enter the group. Our groups are held in a “quiet zone” of the building please respect our neighbors. *Disruptive behavior to attempt to get the attention of the facilitator such as banging on the door or wall after group has started will not be tolerated.* If you are not able to attend a group session, we ask that you provide us with 24 hours' notice. If you miss a session without canceling, or cancel with less than 24-hour notice, you may be required to pay for the session [unless we both agree that you were unable to attend due to circumstances beyond your control].

*Court ordered/DCFS clients:* Please be aware, we are required to report absences to probation, court, DCFS case workers for our clients who have this kind of involvement.

### **Confidentiality**

**You have the right to your privacy.** Your counselor will make every effort to keep your personal information private. If you wish to have information released, you will be required to sign a consent form before such information will be released. There are some limitations to confidentiality to which you need to be aware. Your counselor may consult with a supervisor or other professional counselor in order to give you the best service. In the event that your counselor consults with another counselor, no identifying information such as your name would be released. Counselors are required by law to release information when the client poses a risk to themselves or others and in cases of abuse to children or the elderly. If

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your counselor receives a court order or subpoena, she may be required to release some information. In such a case, your counselor will consult with other professionals and limit the release to only what is necessary by law.

If you anticipate becoming involved in a court case, we recommend that we discuss this fully before you waive your right to confidentiality. If your case requires your counselors participation, you will be expected to pay for the professional time required.

Amethyst Center for Healing will sometimes send correspondence to our clients in the United States Postal Service (USPS). We will make every attempt to protect your security, health and safety when sending mail. Please be sure to update your mailing address if it changes during the course of treatment.

### **Confidentiality and Group Therapy**

The nature of group counseling makes it difficult to guarantee confidentiality. If you choose to participate in group therapy, be aware that your counselor cannot guarantee that other group members will maintain your confidentiality. However, your counselor will make every effort to maintain your confidentiality by reminding group members frequently of the importance of keeping what is said in group confidential. Your counselor also has the right to remove any group member from the group should she discover that a group member has violated the confidentiality rule.

### **Confidentiality and Technology**

Some clients may choose to use technology in their counseling sessions. This includes but is not limited to online counseling via Skype, telephone, email, text or chat. Due to the nature of online counseling, there is always the possibility that unauthorized persons may attempt to discover your personal information. Your counselor will take every precaution to safeguard your information but cannot guarantee that unauthorized access to electronic communications could not occur. Please be advised to take precautions with regard to authorized and unauthorized access to any technology used in counseling sessions. Be aware of any friends, family members, significant others or co-workers who may have access to your computer, phone or other technology used in your counseling sessions. Should a client have concerns about the safety of their email, your counselor can arrange to encrypt email communication with you.

### **Record Keeping**

Your counselor may keep records of your counseling sessions and a treatment plan which includes goals for your counseling. These records are kept to ensure a direction to your sessions and continuity in service. They will not be shared except with respect to the limits to confidentiality discussed in the Confidentiality section. Should the client wish to have their records released, they are required to sign a release of information which specifies what information is to be released and to whom. Records will be kept for at least 7 years but may be kept for longer. Records will be kept either electronically on a USB flash drive or in a paper file and stored in a locked cabinet in the counselor's office.

## **Professional Fees**

You are responsible for paying at the time of your session unless prior arrangements have been made. Payment may be made by credit/debit card, check, or cash. If you refuse to pay your debt, Amethyst Center for Healing, Inc. reserves the right to use an attorney or collection agency to secure payment. Our standard fees are:

**Individual Sessions:** \$120 per 50 minute session

**Couples Counseling:** \$120 - \$150 depending on length of sessions (*50-90 minute sessions recommended*)

**Domestic Violence Assessments for Offenders or Perpetrators:** \$120/hour (*includes evaluation, paperwork, & correspondence with courts*)

Fees are subject to change at counselor's discretion, and a temporary sliding scale fee or additional funding or grant sources may be available.

## **Insurance**

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. With your permission, we will assist you to the extent possible in filing claims and ascertaining information about your coverage, but you are responsible for knowing your coverage and for letting us know if/when your coverage changes.

You should also be aware that most insurance companies require you to authorize us to provide them with a clinical diagnosis. Sometimes we have to provide additional clinical information which will become part of the insurance company files. By signing this Agreement, you agree that we can provide requested information to your carrier if you plan to pay with insurance.

In addition, if you plan to use your insurance, authorization from the insurance company may be required before they will cover counseling fees. If you did not obtain authorization and it is required, you may be responsible for full payment of the fee. Many policies leave a percentage of the fee to be covered by the patient. Either amount is to be paid at the time of the visit. In addition, some insurance companies also have a deductible, which is an out-of-pocket amount that must be paid by the patient before the insurance companies are willing to begin paying any amount for services.

If we are not a participating provider for your insurance plan, we will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, we will refer you to a colleague.

## **Contacting Your Counselor**

Amethyst Center clinical staff make every effort to be available to our clients via telephone for crisis management. However, your counselor is often not immediately available by telephone. We do not answer phones when we are with clients or otherwise unavailable. At these times, you may leave a message on our confidential voice mail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. If you feel you cannot wait for a return call or it is an emergency situation, contact the crisis line at 801-587-3000, go to your nearest hospital or call 911.

### **Phone usage during treatment**

We ask that all clients keep their cell phones off or on silent during treatment. Contacting outside supports is sometimes necessary and we ask that you make your phone calls on a break or after treatment has concluded.

### **Email**

Amethyst Center for Healing may request client's email address. Client has the right to refuse to divulge email address. Amethyst Center for Healing, Inc. may use email addresses to periodically check in with clients who have ended therapy suddenly. We may also use email addresses to send newsletters with valuable therapeutic information such as tips for depression or relaxation techniques. If you would like to receive any correspondence through email, please write your email address here \_\_\_\_\_.

If you would like to opt out of email correspondence, please check here :

### **Smoking & Drug/Alcohol Use Policy**

Amethyst Center for Healing complies with the Utah Clean Air Act. If you smoke, please do so 25 feet away from any doors or windows of the property. Vaporizers are also not to be used inside the building.

Any client who arrives to session intoxicated or impaired will be asked to leave the session and charged the late cancellation fee. We will discourage clients from driving themselves home if they are under the influence and offer to call a friend, family member or taxi to help you get home safely.

### **Discharge from the program**

Clients who have not been seen by a therapist or contacted the agency for three months will be discharged from the program. We will make attempts to contact you prior to closing your file to be sure it is your intent not to return. If you have been given grant funding for treatment and your case is closed due to inactivity, you may not be eligible for those funds should you return to treatment at a later date. If you have extenuating circumstances that require an absence longer than three months, please discuss this with your counselor or the directors.

### **Behavior Management & Involuntary Termination of Services**

While on the premises of Amethyst Center for Healing, Clients and staff will engage in behavior that is supportive of the health and safety of all participants in the program, staff included, and those occupying the same building. (Examples of inappropriate behaviors: violating the physical boundaries of others, disruptive, insulting or discriminatory speech toward others, showing up intoxicated, stalking, harassment, threats of violence, etc.) Clients or staff engaging in behaviors that do not promote the vision of Amethyst Center for Healing will:

1. Be given a verbal warning and suggestions of how to correct the behavior.
2. If the behavior continues after a verbal warning, the staff will ask the client to please leave the area and the behavior will be documented in the client's file.

3. If the behavior is illegal or of a nature that endangers another person's welfare, the police or proper authorities will be notified.
4. The clinical staff of the agency, with a director's involvement, will conduct a debriefing session for all those involved in the incident and care will be taken to ensure all parties have been given proper attention to heal any damage that has occurred and they are able to continue their progress toward self-determination and self-actualization.
5. If the offense on the parties involved is significant, the client perpetrating the violation of boundaries, will be asked to leave the program indefinitely.

### **Readmission after discharge**

Clients who have been successfully or voluntarily discharged from the program are eligible for re-admission at any time of their need. Clients who have been asked to leave the program involuntarily may request to return to the program after a predetermined period of time, no less than 14 days in duration. If clients have made steps to correct their behavior and the treatment environment is safe for them to return, readmission will be considered and staffed by the treatment team. The health and safety of all members of the treatment environment will be considered in these decisions and ultimate decision making power rests in the hands of the treatment team/directors.

### **Complaint & Grievance Procedure**

It is the policy of Amethyst Center for Healing not to discriminate on the basis of disability. Amethyst Center for Healing has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints.

Any person who believes she or he has been subjected to discrimination may file a grievance under this procedure. It is against the law for Amethyst Center for Healing to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

Procedure:

- Grievances must be submitted to the co-director within 7 days of the date the person filing the grievance becomes aware of the alleged discriminatory action.
- A complaint must be in writing, containing the name and address of the person filing it. The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought.
- The co-directors shall conduct an investigation of the complaint. This investigation may be informal, but it must be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint. The directors will maintain the files and records of Amethyst Center for Healing relating to such grievances.
- The directors will issue a written decision on the grievance no later than 30 days after its filing.
- The person filing the grievance may appeal the decision of the directors by writing to the Board of Directors within 15 days of receiving the director's decision. The board of directors shall issue a written decision in response to the appeal no later than 30 days after its filing.
- The availability and use of this grievance procedure does not prevent a person from filing a complaint of discrimination on the basis of disability with the U. S. Department of Health and Human Services, Office for Civil Rights.

Amethyst Center for Healing will make appropriate arrangements to ensure that disabled persons are provided other accommodations, if needed, to participate in this grievance process. Such arrangements may include, but are not limited to, providing interpreters for

the deaf, providing taped cassettes of material for the blind, or assuring a barrier-free location for the proceedings. The directors will be responsible for such arrangements.

### **Consent to Counseling**

Your signature below indicates that you have read this agreement and agree to its terms.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date