

# Connections Counseling Services

## Informed Consent and Agreement for Services

Welcome to Connections Counseling Services (“Connections”). This document contains important information and, together with the accompanying Financial Addendum, comprises an agreement (“Agreement”) between you and Connections, setting forth the terms under which Connections agrees to provide therapy to you. Please read it carefully and initial or sign where required. We acknowledge the length and complexity of these documents. However, due to the frequency of litigation in the mental health field, such detail is required.

EMERGENCIES: Connections does not provide 24-hour emergency care. Please call 911 if there is an emergency.

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LENGTH OF SESSIONS: Individual therapy sessions typically last 90 minutes, although at certain points in the therapeutic process 60 minute sessions may be appropriate. The length of your sessions will be determined through discussion with your therapist.

Initial \_\_\_\_\_

CONFIDENTIALITY: Statements that are made by a client to a therapist are generally confidential. However, there are some exceptions that may lead to a waiver of the therapist-client privilege and to disclosure of otherwise confidential information. Exceptions vary from state to state and may include, but are not limited to:

1. If you put your mental condition at issue in a lawsuit or criminal proceeding;
2. If you disclose to your therapist your involvement in sexual or physical abuse of a child whether as perpetrator or victim (your therapist may be required to report this to Child Protective Services);
3. If you make a serious threat to harm a specific other person (your therapist is required by law to notify proper authorities);
4. If you threaten to harm yourself (your therapist is required to notify proper authorities);
5. If the therapist is required by a court order or subpoena to disclose your records; and
6. If there is an action that alleges a breach of duties running between therapist and client.

In addition, there may be a limited disclosure if a financial collection action becomes necessary.

If the client is a minor, the parent(s) or legal guardian have access to information about their child’s treatment and may authorize release of information on their child’s behalf.

If you want us to share information about you with another person or entity (e.g., an insurance company or another therapist), we will do so after receiving from you a written and signed waiver of confidentiality for that specific person or entity.

Initial \_\_\_\_\_

**STAFF CONSULTATION:** Clinical staff of Connections (including therapists and group facilitators) routinely discuss cases on an as-needed basis in order to coordinate efforts and enhance treatment. By signing below, you authorize any and all clinical staff members with whom you work at Connections to share information with one another as necessary.

Signature of client  
or parent/guardian:

\_\_\_\_\_  
*Typing your name here constitutes an electronic signature and is legally binding.*

Date:

**NATURE OF THERAPY:** Sometimes the psychotherapeutic process can bring up uncomfortable feelings such as anxiety, sadness, anger, and so on. Therapy may also evoke stressful feelings and temporary life changes that could be difficult to deal with. Please be aware that this is a normal response to dealing with unresolved life experiences. It is your responsibility to inform your therapist if you are beginning to feel overwhelmed or otherwise uncomfortable with the process.

Initial \_\_\_\_\_

**DIRECTION OF TREATMENT:** It is important that you feel in control of the direction of your treatment at all times. During the course of therapy, it is possible that your desires and goals may change. If so, or if the advice, counsel, or treatment being offered by your therapist violates your personal convictions or intentions, you agree to notify your therapist at once to re-evaluate the direction of your counseling. If you have any concerns about your treatment, records, or needs that you feel are not being addressed by your therapist, you may contact Connection's principal, Chris Hughes, at the main office telephone number, (801) 272-3420.

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**LENGTH OF TREATMENT:** For information on expected length of treatment, please consult your therapist.

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**NO GUARANTEE OF SUCCESS:** Because many variables affect the therapeutic process, no particular treatment can be guaranteed to be effective. Therapy requires the active participation of the client, and the client must be truthful with the therapist. Although most clients do experience benefit, they typically find that growth is an ongoing process. Also be aware that therapeutic homework will often be suggested by your therapist. Completion of this homework is considered essential to the success of the therapy. Failure to complete the homework will diminish the likelihood of a successful outcome.

Initial \_\_\_\_\_

CLIENT RECORDS: By receiving treatment at this office you will be a client of Connections. Your client records belong to Connections, and will remain the property of Connections at both the termination of treatment and the end of a Connections therapist's contract with Connections.

Initial \_\_\_\_\_

MEDIATION & ARBITRATION: If a dispute arises out of or relates to this Agreement, the breach thereof, or the treatment or therapy that is the subject of this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered in Salt Lake County, Utah, by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. Any such controversy or claim, which is not settled through negotiation or mediation, shall be settled by arbitration administered in Salt Lake County, Utah, by the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Signature of client  
or parent/guardian:

\_\_\_\_\_  
*Typing your name here constitutes an electronic signature and is legally binding.*

Date:

\_\_\_\_\_

LIMITATION OF LIABILITY: The parties agree that in the event that any dispute arises from the provision of services pursuant to this Agreement, including but not limited to claims of malpractice, negligence, breach of contract, or any other legal theory, if the client prevails the client shall be entitled to recover no more than \$50,000.00 or the total amount of fees paid, whichever amount is greater. It is the parties' intention to fix an amount that is reasonable in the event a dispute arises, with mutual acknowledgement that establishing the actual monetary value of damages in such an action would be inherently subjective and uncertain, and that Connections' willingness to provide the services set forth in this Agreement depends on this agreed limitation to Connections' potential liability arising from providing the services. This clause is to be construed in accordance with Utah law on limitation of liability.

Signature of client  
or parent/guardian:

\_\_\_\_\_  
*Typing your name here constitutes an electronic signature and is legally binding.*

Date:

\_\_\_\_\_

GOVERNING LAW: This Agreement and all issues arising out of the relationship and interactions of the parties hereto are to be governed by the laws of the State of Utah. Any disputes over the interpretation or enforcement of this Agreement are to be construed in accordance with Utah law.

Initial \_\_\_\_\_

**OUTSIDE EVENTS:** Your therapist may suggest that you participate in conferences, workshops, groups, retreats, trainings, or other events sponsored or organized by entities not affiliated with Connections. Such events are collectively referred to as “Outside Events.” You acknowledge and agree that Connections makes no representations, guarantees, or claims about the benefits, risks, or costs of Outside Events, and you agree to hold Connections harmless from liability for psychological or physical injury that may result from your participation in Outside Events.

You acknowledge and agree that Outside Events are not a continuation of your treatment at Connections, are not required for your continued treatment at Connections, that your therapist’s suggestion of an Outside Event is not an endorsement of the event by Connections, nor does it imply an affiliation with or endorsement of the organization sponsoring the event. You further acknowledge and agree that a Connections’ staff suggestion or encouragement to attend an Outside Event is in no way a guarantee that you will benefit from the Outside Event, nor a guarantee of your safety while participating in the Outside Event.

You acknowledge and agree that Connections staff members may be present at Outside Events in various capacities, including paid or unpaid presenters, moderators, or staff. You acknowledge and agree that when a Connections staff member is present at an Outside Event, such staff member does not represent, speak for, or act on behalf of Connections during that event. You further acknowledge and agree that any Connections staff member present at an Outside Event will not be available to you for therapy during the Outside Event.

By signing this Agreement and attending an Outside Event, and in consideration of Connections making you aware of an Outside Event, you are releasing Connections from any and all liability regarding your attendance and/or participation in an Outside Event, including, but not limited to, the actions, or inactions, of Connections staff members while they are participating in the Outside Event.

Initial \_\_\_\_\_

**CONSULTATIONS USING TELECOMMUNICATIONS TECHNOLOGY:** Therapy is generally considered to be more effective when conducted in the form of regularly scheduled, face-to-face sessions. However some clients are unable to find a suitable therapist in their geographical area, or may require therapy while traveling, and therefore they decide to conduct some therapy via telecommunications technologies. For these reasons, Connections offers therapy via telecommunications technologies.

If you will be receiving therapy via telecommunication, you hereby acknowledge that you understand and accept the following as a condition of your participation: that consultations via telecommunication may not be as effective as face-to-face sessions; that the therapist providing the services is practicing under the jurisdiction of the State of Utah and is not necessarily licensed to practice in the state or country where you are physically located at the time the services are rendered; and that supplementary, face-to-face therapy or transfer to a local therapist for face-to-face sessions may be necessary if you should experience severe emotional disturbance, such as anxiety, depression, or suicidal thoughts.

Initial \_\_\_\_\_

**ENTIRETY OF AGREEMENT:** This document and the Financial Addendum hereto represent the entirety of the Agreement between the parties, and there are no other agreements. This document may not be changed except by written agreement signed by both parties.

Initial \_\_\_\_\_

**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 any provision of this Agreement is found to be invalid or unenforceable, but that limiting such provision would allow it to become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER OF CONTRACTUAL RIGHT:** 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.

The parties understand and agree to be bound by the terms and provisions of this Agreement.

**For Client:**

Client's signature:

\_\_\_\_\_

*Typing your name here constitutes an electronic signature and is legally binding.*

Signature of parent/guardian  
if client is a minor:

\_\_\_\_\_

*Typing your name here constitutes an electronic signature and is legally binding.*

Date:

\_\_\_\_\_

**For Connections:**

Name:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_