

Professional Disclosure and Informed Consent

Therapy Services & Your Experience

Welcome to LifeStar Salt Lake, LLC! We offer a variety of Mental Health services that are provided by professionally licensed mental health professionals with varying levels of expertise, education, licensing, and specialties. The terms "therapy" and "therapist" will be utilized in reference to all Mental Health services (and providers) offered by LifeStar Salt Lake, LLC ("LifeStar Salt Lake").

Therapy is a relationship between people that works in part due to clearly defined rights and responsibilities held by each person. This framework helps create safety and lays the foundation to create change and allow for healing. As a client in therapy, you have certain rights and responsibilities that are important to know and understand. Additionally, there are legal limitations to those rights. Your therapist has corresponding responsibilities to you as well. These respective rights are described in the following sections. Therapy has both benefits and risks. Risks sometimes include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness. Therapy often requires discussing unpleasant aspects of your life. Therapy can also have incredible benefits such as a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and anxiety, and can lead to the resolution of specific problems. Particular outcomes, however, cannot be guaranteed.

The first session or two will involve an assessment of your individual and/or your family's needs, from which a treatment plan will be developed. You will then collaboratively work with your therapist on a treatment plan that will help facilitate your healing and recovery. This may involve your participation in self-assessments, questionnaires, homework assignments, etc., that will help narrow the focus. Our purpose is to provide high levels of empathy, respect and trust with every client. If at any time you have questions or concerns regarding your therapist and/or treatment plan, or if you feel that your treatment goals are not being met, please inform your therapist right away.

Confidentiality.

The confidentiality of all communications between a client and a therapist is generally protected by law. Our HIPAA Notice of Privacy Practices, the terms of which are incorporated herein, sets forth our obligations and your rights with respect to your care.

Parents have access to minor child's therapy records. However, for the integrity of the therapeutic alliance to be maintained, parents are encouraged to respect their child or adolescent's confidentiality. Your therapist will inform parents of any dangers or threats disclosed by their child or adolescent.

Your information is protected under the provisions of the Federal Health Insurance Portability and Accountability Act, as amended, and the regulations issued pursuant thereto ("HIPAA") and the Utah Mental Health Professional Practice Act. HIPAA ensures the confidentiality of all electronic transmission of your personal health information. Whenever your therapist, or LifeStar Salt Lake transmits information about you electronically (for example, sending bills or faxing information), it will be done with special safeguards to ensure confidentiality. If you elect to communicate with your therapist, or LifeStar Salt Lake, by email or by standard SMS messaging, please be aware that these methods are not completely confidential and may not be secure. You understand that because of this, there is a risk that email and standard SMS messaging regarding your care might be intercepted and read by a third party. By signing this consent, you certify that you have read and understand its contents and that the contact information you have provided is accurate and complete and that you authorize your provider to communicate with you by email or SMS messaging at the addresses and numbers provided. You also agree to notify LifeStar Salt Lake in writing if any of such information changes.

No Secrets Policy

While participating in couples and/or family therapy, should you, your partner, or your family member(s) decide to have individual sessions as part of the couples and/or family therapy, what you say in those individual sessions will be considered to be a part of the couples/family therapy. **Do not tell your therapist anything you wish kept secret from your partner and/or family members.** This policy allows for your therapist to provide equal and unbiased care for you and your loved ones, while avoiding any kind of appearance of a coalition.

Professional Fees, Payment & Insurance

Unless otherwise agreed, the hourly rate for sessions with your therapist is outlined on your therapist's welcome letter. Payment is due at the time of service. Billing for group therapy sessions is billed on a monthly basis at the beginning of each month. Please note that billing is handled through a third-party Practice Management System. In general, a therapy session is based on a **50-minute clinical hour**. Therapy sessions lasting over 50-minutes in length will be subject to additional service fees. Please notify your therapist or LifeStar Salt Lake LLC immediately if any problems arise during the course of therapy regarding your ability to make timely payments. Fees and hourly rates are subject to change at any time and without notice.

1. Individual Adult, Adolescent, Child, Couple, or Family Sessions conducted in person, by phone, or via a tele-service such as Zoom will be charged at the hourly rate indicated on the therapist welcome letter, unless agreed upon otherwise.
2. Telephone conversations, site visits, report writing & reading, consultation with other professionals, release of information, reading records, longer sessions, travel, etc. will be charged at the hourly rate indicated on the therapist welcome letter unless agreed upon otherwise.
3. **An electronic form of payment via credit or debit card IS REQUIRED for all clients.** All major credit cards are accepted and kept confidential. If a third-party or other form of payment is preferred, the card on file will only be utilized in the event that payments are late and/or missing.
4. **Third-party assistance (family, clergy, etc.):** LifeStar Salt Lake is happy to work with you by billing a third-party for payment for your therapy services. If you have a third-party helping you, **it remains YOUR responsibility that payment occurs in a timely manner.** Please actively coordinate with the third-party to ensure payments are current and made on time. A third-party authorization form is required when a third-party is involved. Please be aware that submitting invoices and statements to a third-party carries a certain amount of risk of confidentiality.
5. **LifeStar Salt Lake does not currently take insurance.** However, some insurance plans allow for reimbursement for mental health services. LifeStar Salt Lake will work with you to provide necessary information that will assist you as you work with your insurance company to obtain reimbursement. It is, however, your responsibility to coordinate such efforts and to be informed about your specific insurance coverage details. Not all issues/conditions/problems addressed in therapy are reimbursed by insurance companies. Please be aware that submitting a mental health invoice or statement for reimbursement to an insurance provider carries a certain amount of risk of confidentiality.
6. **If payments are late and an account is overdue,** LifeStar Salt Lake may pursue legal, or other means necessary (court, collection agency, etc.), to obtain payment. Before this occurs, reasonable attempts will be made to work with you to bring the account to good standing. If an agreement is not reached, or a payment plan is not agreed upon and established, LifeStar Salt Lake will engage in the above-mentioned actions to obtain payment.
 - a. You agree to pay all attorney fees, all court costs and all filing fees, including charges and/or commissions that may be assessed by any collection agency retained to collect outstanding payments.
 - b. You agree to pay an 18% annual interest fee on any balances over 60 days.
7. There will be a \$25 fee for any cancelled checks.
8. **Cancellation & No-Show Policy:** Except in emergency situations, you will be charged the hourly fee for no-show appointments or for sessions not canceled 24 hours prior to your scheduled appointment. Please help us to serve you and others best by keeping your scheduled appointments. A third-party assisting with payment will not be charged for no-show appointments or for late-cancelled appointments. Responsibility of such charges remains solely with the client.

Professional Records

Your therapist is required by law to keep appropriate records of the mental health services provided. Although therapy often includes discussions of sensitive and private information, normally very brief records are kept noting the date and time of session, what was accomplished in session, and a general mention of the topics discussed. You have the right to a copy of your file at any time. You have the right to request that a copy of your file be made available to any other health care provider at your written request. Except in unusual circumstances that involve danger to yourself and/or others, you may request in writing to inspect or to obtain a copy of your records. This does not include information received confidentially from other sources or documents prepared at the request of a lawyer. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. Therefore, it is recommended that you initially review your records with your therapist to ensure a correct interpretation. You can also request a copy of your records to be sent to a mental health provider if you desire to discuss the contents with that provider.

Archived treatment records are securely stored in locked filing cabinets and/or password protected computerized files. Treatment records will be maintained for a period of ten years from the date of your last clinical contact. After this time has elapsed, records may be destroyed by way of paper shredding and/or deletion of computerized files; the document destruction process may involve third party vendors specializing in secure data destruction.

Telemental Health

Telemental health is the practice of delivering clinical health care services via technology assisted media or other electronic means between a practitioner and a client who are located in two different locations. You have the right to withdraw consent at any time without affecting your right to future care, services, or program benefits to which you would otherwise be entitled. There are some risks, benefits, and consequences associated with telemental health, including but not limited to, disruption of transmission by technology failures, interruption and/or breaches of confidentiality by unauthorized persons, and/or limited ability to respond to emergencies. There will be no recording of any online sessions by either party unless otherwise agreed. All information disclosed within sessions and written records pertaining to those sessions are confidential and may not be disclosed to anyone without written authorization, except where the disclosure is permitted and/or required by law. The privacy laws that protect the confidentiality of your protected health information (PHI) also apply to telemental health unless an exception to confidentiality applies (i.e., mandatory reporting of child, elder, or vulnerable adult abuse; danger to self or others; you raise

mental/emotional health as an issue in a legal proceeding, etc.). If you are having suicidal or homicidal thoughts, actively experiencing psychotic symptoms or experiencing a mental health crisis that cannot be resolved remotely, it may be determined that telemental health services are not appropriate and a higher level of care is required. During a telemental health session, technical difficulties could result in service interruptions. If this occurs and we are unable to reconnect within a reasonable amount of time, we may have to reschedule. Appropriate and fair billing adjustments will be applied if this occurs.

Minors and Parents

Clients under 18 years of age who are not emancipated, and their parents, should be aware that the law may allow parents to examine their child's treatment records. Because privacy in therapy is often crucial to successful progress, particularly with teenagers, it is sometimes the policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, your therapist will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. Upon request, your therapist may provide parents with a summary of their child's counseling when it is complete. Any other communication will require the child's authorization, unless it is believed that the child is in danger or is a danger to someone else, in which case, your therapist will notify the parent(s). Before providing parents with any information, your therapist will discuss the matter with the child, if possible, and will do their best to handle any objections he/she might have.

During divorce a child may worry that what he/she says in therapy may be used against a parent in court. Parents/guardians agree by signing this Agreement not to involve your therapist in custody disputes or arrangements and agree not to subpoena your therapist or LifeStar Salt Lake LLC, or records in such disputes. With joint custody, either parent may consent to treatment for the child or terminate treatment.

Contacting Your Therapist & LifeStar Salt Lake

To schedule or reschedule an appointment, please call the LifeStar Salt Lake main office at 801-262-2400. You can also schedule an appointment online through the client portal at: www.lifestarsaltlake.therapyclient.com. You are welcome to contact your therapist directly to schedule or reschedule an appointment. Should you contact your therapist directly via text message or email, it is very important to be aware that computers, email, and cell phone communication can be relatively easily accessed by unauthorized people and, hence, can compromise the privacy and confidentiality of such communication. Communication via phone call is preferable. Please note that your therapist is often not immediately available by telephone, but voicemails and emails are checked on a regular basis. Every effort will be made to get back to you in a timely manner. **Therapy is never appropriate or provided over social media platforms such as text message, email, twitter, Facebook, or other such forms of messaging and communication. Telemental health services are available as described and outlined in this document.**

For billing and administrative questions, please contact the LifeStar Salt Lake main office at 801-262-2400 or by email: jillpoulson@lifestartherapy.com, or info@lifestartherapy.com.

In Case of Emergency

If you have an emotional, behavioral or medical crisis you can call the University of Utah Neuropsychiatry Institute at 801-583-5200. If you are experiencing an emergency, call 911 immediately or visit the nearest emergency room.

Litigation Limitation:

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you (the client) nor your attorney, nor anyone else acting on your behalf, will call on LifeStar Salt Lake or any employee therein, including your personal or group therapist, to testify in court or at any other proceeding, nor will a disclosure of the therapy records be requested unless otherwise agreed upon.

Dual Relationships

Therapy never involves sexual or any other dual relationship that impairs the therapist's objectivity, clinical judgement, or therapeutic effectiveness, or that can be exploitative in nature. Your LifeStar Salt Lake therapist will carefully assess the situation before entering into a non-sexual and non-exploitative dual relationship with a client. As Salt Lake is a relatively small area, it is possible that clients may know each other and/or your therapist from the community. Your therapist will never acknowledge that he or she is therapeutically working with anyone without his or her written permission. Dual or multiple relationships can enhance therapeutic effectiveness but can also detract from it, and often it is impossible to know that ahead of time. It is your, the client's, responsibility, to communicate to the therapist if the dual relationship becomes uncomfortable in any way. Your therapist will always listen carefully and will respond accordingly to your feedback and will discontinue the dual relationship if you find it is interfering with the effectiveness of therapy, or your welfare. You may also terminate services at any time.

Public Encounters

It is possible that you may inadvertently encounter your therapist in other public settings outside of the office. Should this occur, the intent is to always protect your privacy and confidentiality. Therefore, your therapist will not initiate contact with you in

public. However, should you choose to do so, your therapist will be happy to respond appropriately. Additionally, should you encounter anyone you know in or around the LifeStar Salt Lake offices, please show mutual respect for their privacy.

Complaints

You have the right to considerate, safe, and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspect of the therapeutic process. While in professional therapy, your respect and dignity will never be intentionally compromised. It is important to note that your therapist may question or challenge your past or present behaviors, which may be contributing to emotional pain and suffering for you and others. Therapy is very hard work for both the client and the therapist. If you feel, at any time, that you have a concern or complaint about your therapy and/or therapist, please share them with your therapist immediately. In the majority of cases, this brings about resolution which is acceptable to all. However, if the concern or complaint cannot be resolved with your therapist, please contact the LifeStar Salt Lake administration at 801-262-2400 or contact The Utah Division of Occupational and Professional Licensing (DOPL) at 866-275-3675: <https://dopl.utah.gov/>.

Mediation & Arbitration

All disputes arising out of or in relation to this agreement to provide therapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of LifeStar Salt Lake and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement shall be submitted to and settled by binding arbitration in Salt Lake County, UT, in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, LifeStar Salt Lake can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum and attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

Thank you for choosing LifeStar Salt Lake for your mental health needs. We value you and your personal therapeutic journey. We are dedicated to providing you with the best and most comprehensive experience possible.

Notice of Receipt and Informed Consent for Therapy

Client Name: _____

DOB: _____

Client Name: _____

DOB: _____

Your signature below indicates that you have read the information provided in this form and agree to its terms. Your signature below also serves as an acknowledgement that you have received, and had the opportunity to read, the HIPAA Notice of Privacy Practices provided by LifeStar Salt Lake LLC. Your signature below indicates that you consent to treatment/therapy for yourself and/or your child(ren).

With my signature, I hereby acknowledge my receipt and opportunity to read the following documents from LifeStar Salt Lake LLC: HIPAA Notice of Privacy Practices and the Professional Disclosure & Informed Consent Statement. I acknowledge that I have received answers to questions, and I understand the content of the information. I agree to abide by their terms during my professional relationship with my therapist. I hereby consent to therapy and release LifeStar Salt Lake LLC, with its employees and contractors, from any liability for any harm, injuries, or discomfort that may result from participating in therapy sessions and/or group therapy.

Client Signature

Date

Client Signature

Date

Parent and/or Legal Guardian Signature

Date

Every person 18 years of age and older receiving services must sign this form. For those 17 and younger, or for those who are legally incapable of authorizing services on their own behalf, a guardian must sign. If it is later learned that a signer does not have the legal right to consent on behalf of the child/ward, treatment may be interrupted.