The Harbor Counseling, LLC

4700 S. Mill Ave, Ste 5/B11

Tempe, AZ 85282

**Informed Consent and Agreement Informed Consent and Agreement for Psychological Assessment, Counseling/Treatment, and/or Related Professional Services**

 Welcome to my professional counseling practice. I am committed to providing psychological services, including assessment and counseling/psychotherapy, toward your desired outcome. A clinical assessment or a professional, therapeutic counseling situation establishes a unique relationship between us. In order to assist you in understanding the responsibilities and expectations involved in this professional relationship, I ask that you read and sign the following informed consent. Once the consent form is signed, we can schedule and conduct the first meeting. During the initial meeting I can answer any questions about the consent form, and I will also verbally highlight the legal and ethical standards regarding confidentiality. At any time, I am happy to provide you with a copy of your signed consent form.

**Professional Disclosure:** I am an Arizona Licensed Professional Counselor. I earned my Master's in Professional Counseling from Ottawa University with an internship with Native American Connections in Phoenix, Arizona. I completed my Bachelor of Science in Psychology at The Ohio State University in Columbus, Ohio. I provide primary services such as psychological assessment, diagnosis and counseling/psychotherapy. I have practiced in several different settings including private practice, non-profit community outpatient clinics, and residential group homes. I also have had many opportunities to work with people from a broad array of backgrounds. Treatment modalities I provide are individual, couples, marital, and family therapy.  Licensed associate counselor Kara Brei will be joining our practice in January 2023.  She brings a wealth of experience of working in the behavioral health field in Arizona and will be working at THC part time under Benjamin's direct Supervision.  For more information about Kara, please visit our webiste at [www.theharborcounseling.com](http://www.theharborcounseling.com/).

**GENERAL INFORMATION**

 The therapeutic relationship is unique in that it is a highly personal and at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding about how our relationship will work, and what each of us can expect. This consent will provide a clear framework for our work together. Feel free to discuss any of this with myself, or our team members. Please read and indicate that you have reviewed this information and agree to it by filling in the checkbox at the end of this document.

**THERAPEUTIC PROCESS AND SERVICE CONSIDERATIONS** You have taken a very positive step by deciding to seek therapy. The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc. There are no miracle cures. We cannot promise that your behavior or circumstance will change. We can promise to support you and do our very best to understand you and identify repeating patterns, as well as to help you clarify what it is that you want for yourself. There are various types of therapy or counseling that may be involved in your treatment and there are some risks that may be involved, which could range from feeling uncomfortable to a more intense reaction. Additionally, a mental health or behavioral health diagnosis may become a part of your treatment record both with The Harbor Counseling, LLC (THC) and with your insurance carrier. THC is not responsible for any outcome (present or future) as a result of such a diagnosis. The purpose of therapy and counseling is to help you handle emotions, problems, and/or situations in constructive ways. If at any time, you are uncomfortable with a treatment method, please discuss it promptly with your professional. Your participation is completely voluntary, and you may opt-out at any time. Services are provided by a duly licensed mental health professional in the State of Arizona. The Harbor Counseling, LLC does not prescribe medication, nor offer formal determinations for custody, disability, trial competence, or any other. The outcomes of our services rely on many factors, including outside influences and your own effort and behavior. Guarantees in counseling are not possible.  Ben is also contracted through the agency Sondermind and if you are a Sondermind client, please note that the following may differ significantly.  Please inquire with Sondermind or myself if you have any questions about the following.

**CONFIDENTIALITY** The session content and all relevant materials to the client’s treatment will be held confidential unless the client requests in writing to have all or portions of such content released to a specifically named person/persons. Limitations of such client held privilege of confidentiality exist and are itemized below: 1. If a client threatens or attempts to commit suicide or otherwise conducts him/herself in a manner in which there is a substantial risk of incurring serious bodily harm. 2. If a client threatens bodily harm or death to another person. 3. If the therapist has a reasonable suspicion that a client or other named individual is the perpetrator of, observer of, or actual victim of physical, emotional or sexual abuse of children under the age of 18 years. 4. Suspicions as stated above in the case of an elderly, disabled, or other vulnerable person who may be subjected to these abuses. 5. Suspected neglect of the parties named in items #3 and #4.  6. If a court of law issues a legitimate subpoena for information stated on the subpoena. 7.  If a client is in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert’s report to an attorney. Occasionally, we may need to consult with other professionals in their areas of expertise in order to provide the best treatment for you. Information about you may be shared in this context without using your name. If we see each other accidentally outside of the therapy office, we will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and we do not wish to jeopardize your privacy. However, if you acknowledge us first, we will be more than happy to speak briefly with you, but we feel it most appropriate not to engage in any lengthy discussions in public or outside of the therapy office (See Privacy Policy form).

**PROFESSIONAL RELATIONSHIP** It is our ultimate goal that you receive the help you are seeking. In the course of engagement, we may discover that your needs or situation have changed from those originally stated when the relationship was formed. If at any time we believe, in our sole discretion, that your needs may be better met by a professional outside our organization, we reserve the right to provide you with appropriate referrals and to discontinue our services with you at any time. You have the right to choose a new service provider as well. We welcome your feedback about this process. We make no warranty or guarantee that our services will be appropriate for every case, including yours. We welcome your comments, complaints, and compliments in-person, or mailed letter. Not all dual relationships are avoidable or unethical. However, actions or dual relationship situations that might impair the professional’s objectivity, clinical judgment, or therapeutic effectiveness or that could be exploitative in nature, including romantic, or sexual, or overt friendship involvement between therapist and client is never part of the therapy/counseling process. We will not acknowledge working therapeutically with you, without your or your guardian’s written permission, within the limits of Arizona and United States law. In some instances, even with your permission to disclose, your professional may choose to preserve the integrity of your professional relationship. Your professional will not knowingly accept invitations by social networking counseling/therapy clients. Nor will we knowingly respond to blogs written by clients or accept online comments from clients. Social media or other Internet posts by any representative of The Harbor Counseling, LLC are for the purposes of entertainment or education. They are not intended to be interpreted as advice for your unique needs.

**CRISIS OR EMERGENCY SITUATIONS** The Harbor Counseling, LLC is not an emergency or crisis intervention facility. If a life-threatening or other crisis situation arises, immediately take the following steps: (1) Call 911 or local police and/or (2) Call Crisis Intervention Services  of Maricopa County at (602) 222-9444. (3) Call your counselor to make her/him aware of the situation once you have received immediate intervention from a crisis intervention facility and the crisis has been fully addressed by appropriate crisis providers.

**ELECTRONIC SERVICES** Due to the ongoing COVID-19 pandemic, you may receive services from THC via electronic means, HIPAA-compliant Internet or wireless video conferencing services. Your use of any such communication method indicates your understanding and agreement to that service provider’s privacy policy and user agreement.  The limitations and risks associated with tele-practice, include but are not limited to the following: a. Inherent confidentiality risks of electronic communication, b. Potential for technology failure, c. Emergency procedures when the licensee is unavailable (see Crisis or Emergency Situations), and d. Manner of identifying the client when using electronic communication that does not involve video (first name and voice). Services provided by these means are not a full substitute for face-to-face interaction in an office setting. Whenever possible, we will choose services in-office before accessing electronic services. There are risks of discovery by a third-party when communicating via electronic means. You understand and assume all potential, though unlikely, risks to privacy by utilizing electronic services. This also includes text messaging. To protect your privacy and prevent imposter concerns, your professional will utilize an encrypted connection to provide video services online, he or she may also verify your physical location.

**LIMITATIONS** Phone and email sessions have limitations compared to in-person sessions, among those being the lack of “personal” face-to-face interactions, fewer visual and audio cues, and the fact that many insurance companies may not reimburse. It is your responsibility to ensure your privacy and confidentiality in the location where you receive electronic services. Electronic services are not a substitute for medical care. You understand that online and telephone services are not appropriate if you are experiencing a crisis or having suicidal or homicidal thoughts. If a life-threatening crisis should occur, you agree to contact a crisis hotline, call 911, or go to your choice of nearby hospital emergency room immediately. You also understand that your counselor follows the laws and professional regulations of the State of ARIZONA (USA) and the services will be considered to take place in the state of ARIZONA (USA) in all cases.

**NO WEAPONS** No weapons of any kind are allowed on premises of The Harbor Counseling. Concealed carry of a firearm is not permitted. We reserve the right to immediately terminate services of any person in violation of this policy.

**APPROPRIATENESS OF SERVICES AND TERMINATION or DISMISSAL** During intake and throughout the relationship, we will assess if we can be of benefit to you. In the case of online or electronic services, the assessment will include your suitability to services delivered by technology. If in our sole discretion we believe that your needs or our services, delivered in any format or venue, are not appropriate, we will discontinue services. We may assist you with appropriate referrals at any time during engagement, and at or following termination. You have the right to terminate services at any time and for any reason. We also reserve the right to discontinue services to any client at any time, in our sole discretion. Behavior that is perceived as threatening to any staff, contractor, employee, owner, visitor or other stakeholder of The Harbor Counseling (in our discretion), or any other person in the same premises, is cause for immediate dismissal from our premises. Such circumstances may warrant termination of services. No weapons will be tolerated on our premises.

**AUTHORIZATION FOR TREATMENT OF MINORS + CUSTODY CONSIDERATIONS:** It is very important that children have a sense of privacy in order for them to receive the greatest benefit. A child’s right to confidentiality will be honored within the limits of Arizona law. Although parents generally have an unlimited right to information involving their children, the professional will attempt to disclose information to parents based on the clinical judgment of the child’s best interest from a therapeutic standpoint. Parents do have a right to consult with their child’s professional. From time to time your professional may advise that a parent-consultation meeting may be helpful to your child's care. Professionals will make every reasonable attempt to notify parents promptly if they become aware of concerns for a child's safety. If your child reports or your therapist has reason to believe a child is being harmed or neglected, the professional is required by law to notify respective child welfare agencies.

**AUTHORIZATION for TREATMENT OF MINORS**: It is your sole responsibility to advise your therapist of your authority to make treatment decisions on behalf of a child. If parents are married, either you or your child’s other parent may give consent, although we will ask for consent from both parties prior to beginning treatment. If you are separated, but not divorced, either parent may provide consent unless a court order to the contrary is presented. In the case of divorce, please provide a copy of the divorce decree stating who is responsible for health care decisions. In the case of guardianship, a signed power of attorney is requested from the guardian before treatment.

**FINANCIAL POLICY** Payment is due at time of service. In the event that you elect for service charges to be filed with your insurance carrier, you authorize assignment of benefits to The Harbor Counseling, LLC. You are responsible for all co-pays, deductibles, co-insurance, and any fees unpaid by insurance for any reason, and you are solely responsible for understanding your benefits plan.

**SERVICE RATES for COUNSELING and CONSULTATION** The following list is not an exhaustive list of all services available. You may receive services from us that are not listed. Please consult with our staff to verify fees prior to receiving services. All fees below apply to both in-office and services provided electronically. Please note:  Sondermind clients will have their own pricing which is different from the below (Please call your personal insurance carrier, or Sondermind at 1-844-THERAPY to find out their rates).

**INITIAL APPOINTMENT FOR INDIVIDUAL (53 minutes) $230**

**FOLLOW UP APPOINTMENT(S) FOR INDIVIDUAL (53 minutes) $165**

**COUPLES/FAMILIES: INITIAL APPOINTMENT (53 minutes) $230**

**COUPLES/FAMILIES: FOLLOW UP APPOINTMENTS (53 minutes) $175**

**LATE CANCELLATION within a 24 hour window or less, if you need to reschedule, or if you are absent from the scheduled session, there is a $65 fee.  Please note:  Sondermind clients have a 24 hour window and the fee for a late cancellation/missed appointment can be up to your full fee for service.**

**PAYMENT OF SESSION FEES** Payment of the full session fee is due upon completion of the service. The billing app Square may be used for this purpose. This app and our payment portals are PCI-compliant for your security. Credit cards may be charged for the following, according to our services rates and fee schedules. • Session Fees • Cancellation/No Show Charges.  Your permission to authorize payments will be required, unless otherwise agreed upon in advance. The above is for THC only, Sondermind clients have their own separate billing policies. Additional billing services may be used, including the service, Alma. The services at Alma will align with what was listed above.

**OUTSTANDING BALANCES** If your account carries an unpaid balance for more than 3 days, we reserve the right to pause scheduling any further appointments until your balance can be paid in full. Unpaid balances beyond 90 days may be placed with a collection agency. This may impact your credit score and may require us to release some of your protected health information for the purpose of collecting a debt. We may refer your treatment to service providers whose services are subsidized or publicly funded. You agree, in order for us (or any entity authorized by us) to service our account or collect any amounts that you may owe, we may contact you by telephone at any number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or e-mails you provide to use. Methods of contact may include using prerecorded/artificial voice messages and/or use of an automatic dialing device as applicable.  Please note: this does not apply to Sondermind clients.

**INSURANCE CONSIDERATIONS** Entering your health insurance information into your client portal represents your full consent for THC to release any necessary treatment and protected health information, including diagnosis, service type and date, and more in order to seek payment for services, to your insurance carrier. Your electronic or physical signature represents your expressed consent to assign any and all benefits available under your health insurance plan to THC.  We will file an insurance claim on your behalf and issue a credit to your account (if one is due to your account), as determined by the Explanation of Benefits. In the event that services are covered by your insurance on an in-network basis, you agree to assign to THC any insurance benefits available. Should your insurance plan revoke coverage not provide the expected coverage, you are fully responsible for the agreed upon fee. You are responsible for obtaining any required prior authorization for my treatment. You are responsible for promptly responding to inquiries from the insurance carrier. If you fail to do so and payment is affected, you will be responsible for the charges incurred. You understand that filing insurance claims will require THC, LLC to disclose you or your dependent(s) protected health information to the insurance company, including dates of service, diagnosis, treatment offered, and more, and that such information will become part of my permanent health record. You have had the chance to have my questions answered and you consent to the release of your protected health information for the purpose of billing insurance. The final financial responsibility for all fees for services rendered by us is yours.

**MEDICAL NECESSITY**Often, insurance coverage of counseling or mental health services is subject to medical necessity, as defined by your insurance company. If the reason for your visit is not considered "medically necessary" by your insurance plan, your services may not be covered. In such a case, you will be billed and responsible for all service fees. Medical necessity is determined by your insurance carrier, based upon the symptoms you report during your sessions. The Relationship Reconnector program is not considered medically necessary.

**OUT OF NETWORK INSURANCE**  (pertains only to those on out-of-network insurance plans). If you elect to use your OUT-OF-NETWORK insurance benefits, we will file an insurance claim on your behalf. Payment for your service is due in full at the date of service. On the insurance claim, we will instruct the insurance company to direct any reimbursement that may be due (based on your specific plan's details) to you directly at the address you provide in your client portal. You are responsible for obtaining any prior authorizations for treatment required by your insurance coverage.  You agree a Super Bill can be provided, if necessary. You agree to the release of your protected health information for this purpose. You understand that follow-up and payment of said claims is based upon your unique plan and you assume responsibility for familiarizing myself with your insurance benefits and limitations. You will pay full fee at the time of service to THC and will receive any applicable reimbursement directly from my insurance carrier. If you decline to use your insurance provider, a waiver will need to be completed.  Note: Any mistakes with insurance information may prevent appropriate financial coverage and the end result may include voiding the coverage initially claimed in its entirety.  Therefore,’ THC cannot make any guarantee of reimbursement. You are responsible for promptly responding to inquiries from the insurance carrier. If you fail to do so and payment is affected, you will be responsible for the charges incurred.

**CANCELLATION POLICY** Appointments are reserved exclusively for you. Unlike doctor's offices, we do not "double-book" our appointment times. For this reason, we hold your reserved times just for you. You may cancel any scheduled appointment up to 24 hours prior to your scheduled appointment, by calling 602-567-7895 and leaving a message, by text, or by email. Appointments not attended or cancelled without a 24 hour notice will be billed to you at the rate listed below. Certain legitimate emergency reasons will be considered as exceptions to this policy.  Please note: the Sondermind cancellation policy differs from the above.

**LATE CANCELLATION/MISSED APPOINTMENT FEES NOT COVERED BY INSURANCE**  Twenty four (24) hour notice of cancellation is required. In the event that the advance notice is not provided, you will be charged $65 for the appointment reserved but not attended by you. We reserve the right to charge the full fee for the reserved appointments (to the credit card you entered into your client portal). Your insurance company is not responsible for fees that are incurred for missed appointments, and likely will not pay for them.  Please note: this does not apply to Sondermind clients.

**IN THE EVENT OF YOUR CLINICIAN NOT BEING AVAILABLE** If for any reason, your clinician is not available at the beginning of the session, attempts will be made to communicate this in advance and phone or email communications, including texts, are appropriate ways of getting in touch in such a circumstance.

**LENGTH OF TREATMENT Your length of treatment is up to you, although a collaborative approach with your therapist to what may be best for you would be encouraged. I often find most issues can be treated within 8-12 total sessions and in less than 1 calendar year, although more substantial issues and traumas may require more lengthy treatment. Additionally, other therapists at THC may have different expectations. It is not our goal to have you continue therapy indefinitely. Although the benefits of therapy may be many, attending therapy without and end or goal in mind and without ongoing conversations about ending therapy are also not conducive to good mental health wellness practices.**

**END OF TREATMENT**It is at your discretion of when the end of your treatment might be.  You may end your treatment at any time you wish.  Please notify your counselor if this is your wish.  Your clinician may wish to consult with you about when the best time for the end of treatment may be, so that a collaborative approach can be used.  Also, if no contact and no sessions are held for more than 30 days, your file may be closed due to inactivity.  Pauses in treatment are ok to do, if discussed in advance.  A minimum of two attempts will be made to contact you if ongoing sessions have stopped and your file may be closed if you do not reply. Administrative protocols do not allow for a client to have sessions at their leisure over an extended period of time, although closing a file and re-opening it at a later time is not an issue.  Your treatment will need to be focused and consistent and for a distinct period of time as a general rule.

**LEGAL PROCEEDINGS** THC., All professionals, all staff and representatives expressly decline to participate in any legal or custody proceeding. Expert opinion is not offered in any circumstance. No determinations (examples: related to custody, competence to stand trial, disability, etc.) will be made by any representative of THC. In such cases that participation by any member of The Harbor Counseling, LLC is required or compelled (by court order, for example) to attest to facts related to your treatment, services will be billed to your account. Your financial responsibilities ($175 per hour, pro-rated in 15 minute increments) for preparing and participating, includes, but is not limited to the following: research and records gathering, speaking to another professional related to services rendered, traveling to/from and attending a deposition, hearing, or trial, including any time spent waiting to testify, in testimony, or responding to a subpoena, among others. You are also responsible to pay for our legal representation of THC's sole selection, up to $350 per hour, throughout all aspects of the proceedings and preparation. An appearance fee of $1000 applies in addition to all other fees, in the event that we are required to appear in any proceeding or deposition. A $2500 service retainer is due 30 days in advance of any such participation.  This does not apply to Sondermind clients.

**OFFICE LOCATIONS** The main office locations to serve you and your family is in Tempe, Arizona. The use of video sessions may also be utilized as allowed due to Covid-19 state guidelines and insurance coverage policies. It is required that clients are physically present in the state of Arizona during these sessions and your counselor may verify this at the beginning of the session. The state of Arizona intends to maintain this method of treatment as it has proved effective during the recent pandemic. Your signature below expresses your consent for treatment at any of the The Harbor Counseling, LLC office locations, or online.

**PERSONAL ITEMS** Please look after your personal items. We take great care to provide a secure treatment environment, but we cannot control for all factors. You are responsible for any personal items you choose to bring with you to our office.

**SUBSTANCE USE** Please be free of mind-altering substances for 24 hours prior to your appointment. Appropriate compliance with physician prescribed medication is excepted. We reserve the right to discontinue an appointment or cancel meetings with any person (or their guest) who we (in our sole discretion) suspect is under the influence of or is in possession of any illicit or mind-altering substance at our office locations. We reserve the right to dismiss any individual or party, including your guests, who we have reason to believe, in our sole discretion, is under the influence of any illicit, controlled, illegal, mind-altering, or intoxicating substance. Such events may result in immediate termination of services.

**GUESTS** You are solely responsible for the security and well-being of any person who accompanies you to our office. We do not offer childcare. Children under 10 years old must be accompanied by a responsible adult at all times.

**PRIVACY OF OTHER GUESTS** It is possible that you may notice someone you personally, publicly, or professionally know, in-passing, at our office. It is also possible that others who know you personally, publicly, or professionally may observe you in our office in-passing, as well. For the privacy of all parties, we kindly ask you and all of our guests to respect and maintain the privacy and confidentiality of all of our guests. Recording by any means is strictly prohibited.

**ALTERNATIVES TO THERAPY** Alternatives and supplements to therapy may include using support groups, journaling, medication management, psychiatric or psychologist's services, online supports, coaching, religious services, dietary changes, exercise, and bibliotherapy.

**ELECTRONIC RECORD KEEPING** Your records will be kept for a period of time of 6 years after the end of your treatment. If the patient is a child, records will either be kept for at least three years after the child’s eighteenth birthday, or for at least six years after the last date the child received medical or health care services from that provider, whichever date occurs later. If any changes occur to the electronic record keeping system, you will be notified through the client portal, email, or phone. This may include such changes as any change in ownership of the organization, or of the death of your clinician. After the time lapses listed above, client's records may be purged from The Harbor Counseling's electronic medical records system and requests for those records at such time, denied. No physical records are kept and so no storage or disposal of those documents will be at issue.

**CONSENT FOR TREATMENT** An electronic signature is accepted at the conclusion of all documents, which assigns your voluntary consent to your treatment (or the treatment of your dependent) by The Harbor Counseling, LLC. If the identified client is a minor or has a legal guardian, this document must be signed by the authorized guardian/parent.

My signature below confirms that I have been provided with the Informed Consent statement of The Harbor Counseling, LLC and agree to treatment.

**Client/Guardian signature:**

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