



480.331.5002 www.excelsocialservices.com

Informed Consent for Assessment Treatment

Welcome to Excel Social Services Inc. (**ESS**). This document contains important information about our professional services and business practices and will serve as a therapeutic contract.

Our office is located **at 4700 S. Mill Avenue Suite B3, Tempe, Az 85282 in the Mill Avenue Plaza**. We are committed to helping you get whatever your outcome is in therapy. In order to begin that relationship in a healthy way, we have put together this document to ensure that you have a full understanding of the various aspects of the counseling and psychotherapy services

Arizona state law requires that those seeking to engage in psychotherapy are provided information that allows them to make informed decisions about their participation in therapy. Please read this agreement carefully before your next session, and sign your consent on the last page. Please bring any questions or concerns you may have about this document to your next meeting. We can discuss any questions you have about the policies at that time.

Limits, Potential Risks and Benefits of Psychotherapy

Counseling is a relationship between people that works in part because of the clearly defined rights and responsibilities held by each person. This framework helps to create the safety to take risks and the support to become empowered to create change. As a client in counseling, you have certain rights and responsibilities that are important for you to know about. There are also legal limitations to those rights that you should be aware of. ESS have corresponding responsibilities to you. These respective rights are described in the following section.

Counseling has both benefits and risks. Risks sometimes include experiencing uncomfortable emotions, such as sadness, guilt, anxiety, anger, frustration, helplessness and loneliness. Counseling often involves discussing unpleasant aspects of your life. However, it has been shown to have benefit for individuals who undertake it. Counseling often leads to significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for mapping stress, and resolutions to specific problems.

Counseling requires a very active effort on your part. Counseling is most beneficial when the client works on things discussed outside of the session as well as during session. The first few sessions will involve a comprehensive evaluation of your needs and goals. By the end of the evaluation, ESS will be able to offer you some initial impressions of what your work may entail. At that point, ESS will further discuss your treatment goals and create a personalized, initial treatment plan.

Counseling involves a large commitment of time, money, and energy so you should be very selective when choosing a counseling with whom to partner for your journey. For the first few months, we will check in regularly about the initial treatment plan which may lead to new or different paths for counseling. If you have questions about procedures or plans, we should discuss them as soon as they arise. We encourage you to be as honest as possible with your clinician about your counseling experience at Excel Social Services Inc. There are many ways of doing counseling and it is your job to tell your clinician how you would like to use the sessions and what you think might be most helpful to you from me.

Specifics about Therapy

All therapists at Excel Social Services Inc. are licensed with the State of Arizona, Board of Behavioral Health Examiners, as either Licensed Clinical Social Workers, Licensed Professional Counselors, Licensed Marriage and Family Therapists, Licensed Master Social Worker, Licensed Associate Professional Counselors, or Licensed Associate Marriage and Family Therapists. Each therapist holds a Masters' Degree in either Social Work, Counseling or Marriage and Family Therapy. The therapists are trained in and use various modalities, such as Cognitive Behavioral Therapy, Trauma Informed Care, Emotionally Focused Therapy (EFT), Play Therapy, Sand Tray, PCIT (Parent Child Interaction Therapy), and EMDR (Eye Movement Desensitization Reprocessing) as part of traditional "talk therapy."

ESS offer counseling, psychotherapy and trauma therapy services to individuals, couple and families in the areas of mental health, substance abuse, relationships, personal growth and life transitions. The primary focus of ESS practice is clients over the age of 12 years old. Clients who present in counseling with primary issues outside of ESS scope will be referred to other professionals or programs that specialize in these areas. ESS reserve the right to refer any client to another therapist or appropriate resource at any time if their needs or desires in therapy are not a good match for the experiences of ESS' clinicians.

Confidentiality

Issues discussed in therapy are important and are generally legally protected as both confidential and "privileged." However, there are limits to the privilege of confidentiality. These situations include:

1. Suspected abuse or neglect of a child, elderly person, or a disabled person.

2. Sexual activity between minors, depending on the age of the minors or sexual activity between a minor and someone age 18 or older.
3. When your psychiatrist or clinician believes you are in danger of harming yourself or another person or you are unable to care for yourself.
4. If you report that you intend to physically injure someone.
5. If your psychiatrist or clinician is ordered by a court to release information as part of a legal involvement in company litigation, etc.
6. When your insurance company is involved, e.g. in filing a claim, insurance audits, case review or appeals, etc.
7. In natural disasters whereby protected records may become exposed.
8. When otherwise required by law.

In the event that you disclose to your clinician that you or someone you know is abusing a child or there exists sexual activity between certain aged minors, we are required by law to make a report to either Arizona Child Protective Services and/or the police, and, in the case of an adult, Adult Protective Services.

In the event that you disclose information to your clinician that leads them to believe that you are a danger to yourself or others and you are unwilling to voluntarily admit yourself to inpatient care (hospital or other treatment facility), your clinician is required to contact a psychiatric facility or hospital to file the appropriate papers for an involuntary admission for treatment. This is to ensure safety for yourself and others and ensure you receive appropriate medical treatment.

In the event that you disclose to your clinician that you have a plan to injure an identifiable victim, your clinician is required by law to report you to the police and notify the potential victim(s).

In the event that you would like your clinician to speak with other health professionals or to family members, you will be required to complete a Release of Information form in order for them to do so.

THERE WILL BE NO EXCEPTIONS MADE TO THESE POLICIES, AS THEY ARE MANDATED BY LAW.

CONFIDENTIALITY

In most cases (see “Exceptions to Confidentiality” below) communications between client and therapist will be held in strict confidence - unless you provide your therapist written permission to release information about your treatment. **If you participate in couples or family therapy, the therapist will not disclose confidential information about treatment to a third party (other than to a third-party payer) unless all treatment participants (18 or older) provide written authorization to release such information.**

Exceptions to Confidentiality

Therapists are legally mandated to report all known or suspected instances of child abuse, dependent adult abuse and elder abuse. Therapists are also required to break client confidentiality when it has been determined that a client presents a (serious) danger of physical

violence to another person. A therapist may break confidentiality when she believes a client is likely to be dangerous to him or herself.

Consultation

Therapists at ESS participate in supervision of their clients with their clinical supervisor, ESS Clinical Director, Lady Esther Agyepong (480.331.5002). All licensed associate counselors are required by the Arizona Board of Behavioral Health to participate in supervision. We occasionally consult with other professionals regarding our clients; however, our client's identity remains completely anonymous, and confidentiality is fully maintained.

ESS Clinical Director Background

Our clinical director, Lady Esther is a licensed social worker. Her credential includes a master's degree in Social Work, a master's degree in Business Administration, specialized training in Cognitive Behavioral Therapy, and a clinical social work license by the Board of Behavioral Health Examiners in Arizona. In addition, she has specialized training as a Certified Clinical Trauma Specialist from Arizona Trauma Institute.

Financial

Payment is expected prior to the time the service is rendered. Payment can be made through the patient portal or in person. We accept cash or credit card. By signing this document, you are agreeing to pay for the services rendered and any additional expenses that may be accrued in collecting said fees. Currently, the fee for an initial in office or online are:

- 60 minutes intake assessment is \$150.00
- 45 minutes individual counseling session is \$135.00.
- 45 minutes couple counseling session is \$145
- 50 minutes family counseling session is \$160

Longer sessions may be pre-arranged and will be pro-rated. Clients are generally seen weekly or more/less frequently as acuity dictates and you and your clinician agree. You may discontinue treatment at any time. ESS is contracted with United Health Care, Aetna, and AHCCCS in the State of Arizona.

For any sessions not covered by insurance, you will be billed the fees that are not covered by your insurance (ex: copayments, out of pocket costs, etc...). Payment is due at the time of the contact.

Phone Contact is billed at the same rate as face-to-face sessions. Your clinician will be unable to continue seeing you for scheduled sessions once you accrue an overdue balance equal to two session fees.

We reserve the right to change the fees with 30 days' notice and to use services of a third-party collections service when necessary. Refunds are not made after services are rendered.

Court Involvement

Therapy should be a private experience in which people are able to fully disclose and be vulnerable. It can be destructive to the therapeutic process for people to have the threat of what they say in therapy being used against them in a court of law. This inhibits people who need and want help from getting the help they need and want. **Therefore, your clinician will not appear in court for any reason, including custody disputes, unless subpoenaed and/or ordered by the court to do so.**

By signing this consent, you are indicating you understand that your clinician will not appear in court unless subpoenaed or court-ordered to do so or release records for a legal matter without a subpoena and/or court order.

Furthermore, ESS clinician DO NOT make any recommendation to family court regarding custody of minor children as this is a highly specialized area of practice and it involves extraordinarily high liability.

Please do not ask any mental health professionals to testify in court, ESS clinicians DO NOT want to risk inadvertently harming you. There are testifying expert consultants who you can hire, although they are quite expensive due to both the contentious nature of court and the high liability they face.

Attendance Policy

Regular attendance at your scheduled appointments for the full session is one of the keys to a successful outcome in therapy. Appointments cancelled at the last minute can be very detrimental to our practice. Therefore, we ask that you notify ESS a minimum of one full business day (24 hours Sunday through Saturday) prior to your appointment if you need to cancel.

Cancellations and Missed Appointments

You will be billed for appointments you fail to cancel in accordance with this policy. Cancellations or missed appointment will be billed the full fee and may result in termination of treatment.

In addition, if you arrive more than 15 minutes late to an appointment without notifying ESS, your appointment will be noted as a no show and you will not be seen that day. You may leave messages 24 hours per day. If you are late, your session will not extend beyond your scheduled time.

Appointment availability varies with client load at the time. High demand appointments (off hours, late afternoons, evening and weekends) are likely to be sporadic in their availability. ESS

reserve the right to limit our commitments of high demand appointment times to any particular client in order to meet the needs of all our client and balance our workload.

The first time you miss a session without calling to cancel, you will not be charged. However, you will be billed the full fee for any subsequent future sessions missed without 24 hours-notice.

If you continually cancel appointments, or if you no-show three consecutive sessions; your file will be closed and a letter notifying you of this will be sent to the address listed on your intake paperwork, or a voice message or email will be left for you stating that if you do not contact your clinician within 48 hours, your file will be closed. **You may pay your session fees with cash or credit card (Visa, MasterCard, Discover, or American Express).** Any accounting errors or overpayments will be credited back to you within 72 business hours of discovery and verification or in a timeframe agreed upon by you and your clinician (for example, next session). No show or late cancel fees will be billed at the next attended session.

I (name) _____ have read and understand the no show/miss and cancelation policies of Excel Social Services Inc. In the event of default, I promise to pay my balance, together with all costs of collection.

I hereby agree to pay the fee according to (please mark one below):

- Intake Assessment Fee
- Individual Fee Couples Fee Family Fee
- No Show/Cancellation Fee (less than 24 hours)
- Court Involvement Fee

Availability of Services

ESS does not have the capability to respond immediately to counseling emergencies. True emergencies should be directed to the community emergency services (911) or to local hotlines ([Crisis Response Network-480.222.9444](tel:480.222.9444), [Aurora Behavioral Health Help Line-480.222.5420](tel:480.222.5420)).

For non-emergent matters, you may leave a voicemail for Excel Social Services Inc. at [480.331.5002](tel:480.331.5002) and your call will typically be returned within one business day. In the event of a psychiatric emergency, it is best to contact 911 or go to your local hospital emergency room.

E-mails, Cell Phones, Computers and Faxes Policy

You can contact your therapist through secured email via Excel Social Services portal. In order to register for this service, please speak with your therapist. When a message is received through your patient portal account, you will receive an email notifying you that you have received a confidential email along with a link to sign into your secure account. Any emails sent or received through the patient portal become part of your medical record. If you choose to

contact your therapist by any electronic means other than the patient portal (e.g., your personal email account or phone), please be aware that Excel Social Services cannot guarantee the security of that communication, or the maintenance of confidentiality of the personal information that you may choose to send in that communication.

Policy for Minors

Minors are defined to be individuals under the age of 18. If a parent/legal guardian is bringing the child in for services, the consent of both parents and/or legal guardians is required except as otherwise determined by law. Additional documentation of guardianship might need to be provided in certain circumstances such as divorce before treatment can begin. The confidences of minors will be kept to the best ability of the clinician; however, due to minors being under the legal care of an adult, some information outside the limits to confidentiality might need to be shared with the guardian to promote the health, welfare, and safety of the child.

However, it is ESS policy to treat individuals between the ages of 13 and 17 more or less as adults. In that respect, ESS request an agreement from parents that they agree to give up access to their minors' records. If they agree, your clinician will provide them only with general information about your progress, unless he or she feels that there is a high risk that you will seriously harm yourself or someone else. In this case, your clinician will notify your parents of his or hers concerns. Before giving them any information, your clinician will do his or hers best to discuss the matter with you, if possible, and do his or hers best to handle any objections you may have with what your clinician is prepared to discuss.

Professional Records

Excel Social Services Inc. is required to keep appropriate record of psychological services that are provided to you. Your records are property of and securely maintained by ESS via an electronic health record. ESS will be the custodian of your record even if the therapist is no longer employed by the agency.

According to Arizona law, except in unusual circumstances that involve danger to self or others, you have a right to review your psychotherapy file. If you choose to review your records, ESS recommend you make an appointment to review the records with your clinician. We will integrate this request into the course of your therapy and will remain present during the review. This is required due to the possibility that, as professional records, they may be misinterpreted and/or upsetting to untrained readers.

You have the right to request an amendment to your record. The request must be made in writing to ESS. Excel Social Services will make a decision whether or not to make the amendment within 10 days. ESS may deny the request. If denied, you have the right to file a disagreement statement. The disagreement statement and your response will be filed in the record.

If you desire a copy of your psychotherapy file, you will be required to submit a signed release of information indicating a release of records to yourself along with a photo ID and a \$25.00 retrieval fee. Your request will be reviewed prior to the release of your record. This review process will last no more than 30(thirty) days from the date that the request is received.

By Arizona law, if during the review process it is determined something in your psychotherapy record may be potentially damaging; your request may be refused. If your request is refused, you will be informed of the decision and a summary of the notes may be provided instead.

You also have the right to request that a copy of your records be made available to any other health care provider or person of your choosing, at your written request through a signed release of information. The process of releasing information to another mental health professional will take no longer than thirty (30) days from the date the request was received. You can request a release of information through the patient portal, email, phone, or in person.

Your records are stored in a secured manner to protect your confidentiality. An original hardcopy of your client file is maintained in a locked file cabinet. If the practice is sold/terminated, clients will be notified by certified mail using the address they provided in their paperwork to notify them as to where their records will be stored. You will have 60 days from the receipt of that letter to request a copy of your file before it will be destroyed.

Records will be stored for 7 years from the date of the last session for adults and until 21 years of age for minors or seven years after treatment, whichever is the longer period of time, at which time they will be permanently deleted from the electronic files and hard copies will be shredded.

Serious Threat to Health or Safety (Suicide and Homicide): Under Arizona law, if your therapist is engaged in his or her professional duties and you communicate to your therapist a specific and immediate threat to cause serious bodily injury or death to an identified or to an identifiable person (yourself included), and your therapist believes you have the intent and ability to carry out that threat immediately or imminently, your therapist is legally required to take steps to protect you and/or third parties. These precautions may include 1) warning the potential victim(s), or the parent or guardian of the potential victim(s) if under age 18, 2) notifying a law enforcement officer, and/or 3) contacting facilities/agencies in seeking your hospitalization.

Court Proceedings: If you are involved in a court proceeding and a request is made for information regarding your diagnosis, treatment, and the records thereof, such information is privileged under state law in the same manner as between you and an attorney (Arizona Revised Statute 32-3283). As a result, your therapist will not release information unless you provide written authorization, or you testify in court and state your authorization.

Arizona Board of Behavioral Health Examiners: Your therapist is required by Arizona law to release information to the Arizona Board of Behavioral Health Examiners upon their request in

connection with any investigation, public hearing, or other proceeding.

Other Rights

You have the right to considerate, safe, and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation or identity, age, religion, national origin, or source of payment. You have the right to ask questions about any aspect of therapy and about your therapist's specific training and experience. You have the right to expect that your therapist will maintain professionalism and will not engage in social or sexual relationships with clients or former clients. If you see your therapist in the community, they will not acknowledge you. If you want you can say "hi," but for your confidentiality, the exchange will be brief and personal information will not be discussed.

Right to Refuse Treatment or Withdraw Consent

It is important to have trust and good working relationship with your therapist, but not every therapist is a good fit for every client. You have the right to refuse recommended treatment or choose to withdraw from therapy at any time for any reason. You may also request that your therapist refer you to another therapist or mental health service provider.

If you are unhappy with what is happening in your therapy, you are encouraged to discuss your concerns with your therapist, so he/she can respond to your concerns. Such comments will be taken seriously and handled with care and respect. Your therapist will seek to address the concern or inform you of any potential consequences of terminating therapy if you chose to do so. If you are still not satisfied, you have the right to complain to the U.S. Dept. of Health and Human Service.

It is important that you are fully informed about the therapy services you will be receiving before deciding to begin therapy. Your signature below indicates that you have received, read, and understand the practice policies of Excel Social Services and of your therapist.

1. I understand the purpose of therapy is to assist me in reducing symptoms related to a mental health concern and/or improves my interpersonal functioning.
2. I understand that your therapist is bound by his or hers professional Code of Ethics.
3. I understand therapy is a cooperative effort, and that I have the right to participate in treatment decisions. I also have the right to participate in the development of a treatment plan, as well as periodic review and revision of my treatment plan.
4. I understand I have the right to refuse any recommended treatment or the right to withdraw consent to treatment. I also have the right to be advised of the consequences of such refusal or withdrawal.
5. I understand I may leave therapy at any time and agree to discuss the termination of therapy with my therapist at a regular therapy session.

6. I understand there can be risks and benefits associated with therapy and I have discussed them with my therapist. I also understand that no promises have been made to me as the result of treatment or of any procedures provided by my therapist.
7. I understand I have the right to have my records and all identifiable details about my treatment kept confidential.
8. I understand that, according to Arizona law, my therapist has an obligation to 1) warn others of imminent life threatening concerns, 2) notify the appropriate state agencies of any suspicion of child or dependent adult abuse, 3) release information from my file as allowable by Arizona state law when I request this using a written release, and 4) release information to the Arizona Board of Behavioral Health Examiners upon their request in connection with any investigation, public hearing, or other proceeding.
9. I understand for legal purposes the communication between me and my therapist is protected in the same manner as between me and a lawyer per Arizona Revised Statute 32-3283, unless I waive that privilege in writing or in court testimony.
10. I have been informed of and agree to the payment policies of Excel Social Services Inc.
11. I have been informed of the policies regarding the maintenance of my behavioral health record. I am aware of the steps necessary to obtain information about my record if I so desire.
12. I have read and understand my rights under HIPPA Privacy of Practices
13. have read and understood this consent for treatment.
14. You have had your questions answered to your satisfaction.
15. You understand that you have the right to refuse any recommended treatment but understand that this might mean the discontinuation of treatment if your clinician no longer thinks that services with his or hers are effective or that it is ethical or clinically appropriate for them to continue providing services with this refusal.

I accept, understand, and agree to abide by the contents and terms of this consent for treatment. Further, I consent to participate in evaluation and/or treatment.

Client's Printed Name: _____

Client's Signature: _____ Date: _____

Parent/Legal Guardian Name: _____

Parent/Legal Guardian Signature: _____ Date: _____

(If applicable, i.e., couple/family therapy)

Client's Printed Name: _____

Client's Signature: _____

Date: _____

Clinician's Printed Name: _____

Clinician's Signature: _____

Date: _____

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