



CLIENT'S PRINTED NAME: _____

DATE: _____

Informed Consent for Mental Health Services

This document provides you with important information regarding your mental health treatment including costs, privacy policies, limits of service, etc. Please have each adult participating in therapy read and sign a separate electronic or paper form. If you have any questions regarding its content or our policies, please immediately ask your clinician.

The Mental Health Process

Hope Arising Counseling, PLLC is a professional counseling, therapy and assessment service. We have extensive training and a diverse professional background to better collaborate in helping you in reaching your stated mental health goals. You are encouraged to continue receiving medical and other specialized care from outside providers you've found to be helpful and effective.

Your therapist's goal is to serve as your partner in the therapeutic process. As such, it is crucial that you provide ongoing feedback to your therapist regarding the process, your changing needs, and the effectiveness of services. You always have the right to disagree with your therapist's recommendations and refuse behavioral, relational or medication recommendations that are made.

Due to the varying nature and severity of problems, as well as the unique personality of each patient, your therapist is unable to predict the length of your therapy or guarantee specific outcomes. It can take months or years for clients to reach their goals, and consistent appointment attendance is crucial to that process.

Termination, or the process of ending your mental health treatment with Hope Arising Counseling, is a collaborative process between you and your therapist. When you or your therapist feel that your goals have been reached, your therapist will encourage you to decrease the frequency of care to a minimum of one appointment every 3-6 months. If you decide to completely end care, your therapist will still encourage you to schedule a follow-up appointment for some point in the next year to ensure that you maintain your therapeutic progress without needing to restart regular therapy.

If you ever feel like your therapist is not a good fit for your needs, we'd encourage you to ask for a referral. Helping you includes helping you find the right therapist.

Medication Management

Hope Arising Counseling, PLLC does not offer medication management. We refer individuals needing these services to various local physicians and mental health practitioners. In most cases, you can see a psychiatrist at one facility and a therapist of your choice.

Client Emergencies

Hope Arising Counseling, PLLC does not provide on call, after hours, or emergency services. We are solely an outpatient clinic providing services by appointment only. In the event of a medical emergency (including side effects from prescribed medications) or an emergency involving a threat to your safety or the safety of others, please call 911, go to your nearest emergency room or contact The Bridgeway Hospital at 1-800-245-0011 for independent mobile assessment services. Our therapist does not travel to see clients or make house calls. All meetings with our therapist must take place in our established place of business, unless previously scheduled to occur at another location and approved by Hope Arising Counseling, PLLC.

Client Communications and Public Contact

To facilitate communication, we require all clients to provide us with a valid home address, telephone number and email that we may use to contact you. We encourage you to avoid providing contact information associated with your employment to help protect your privacy, as Hope Arising Counseling, PLLC is not liable for breaches of privacy associated with the contact information you provide.

By signing the last page of this document, you give your therapist authorization to contact you for scheduling and billing purposes at the addresses provided. By signing this client agreement, you also acknowledge and give permission for Hope Arising Counseling, PLLC to include private health information in these communications.

We wish to be sensitive to your confidentiality and privacy in public settings. If we encounter you in public, you are not obligated to interact. To that end, we will do our best to avoid contact or conversation with you and encourage you to do the same at your discretion. At no point will we discuss the details of your mental health treatment outside our offices.

Hope Arising's therapist is prohibited from engaging in anything besides a therapeutic relationship with our clients. This includes, but is not limited to, accepting relationship requests on social media, exchanging gifts, entering into business or personal relationships with clients, or similar activities with close or immediate family members of clients.

Fees and Insurance

Our standard fees for all insurance billing, unless otherwise noted below are as follows:

\$ 300 -- Initial individual counseling intake

\$ 250 -- Each subsequent 55-minute counseling/therapy session

\$ 250 -- Hourly consultation fee for licensed clinicians with outside professionals (attorneys, doctors, etc).

\$ 75 -- Missed appointment or late cancellation fee (24 hour notice for all cancellations/changes is required)

\$ 125 -- Written treatment summary (1-2 pages)

\$ 25 -- Non-sufficient funds / bounced check fee

In accordance with standards set by the Arkansas Medical Board, fees for all records releases are as follows:

\$15 labor fee on all records, plus \$0.50 per page for the first 25 pages, then \$0.25 for each page thereafter. If records are mailed out, client will be responsible for all postage. Records may be picked up at a mutually convenient time at the Hope Arising Counseling, PLLC office for no additional cost. In addition, there will be a \$50 rush fee assessed for anyone wanting in less than our standard 5-10 business days. Cost of records is payable prior to the pick up or mailing of requested records. In the event that a 3rd party requests records on your behalf, you will be responsible for paying the records fee if payment is not received from them within 60 days of the release. If they pay a maximum fee (such as with State of Arkansas disability paperwork) or fail to remit our full fee, the difference will also be charged to your card on file. **Records may be requested in person or by sending an email to adrea@hopearisingcounseling.com.**

Sessions that last longer than their allotted time, as well as tele-counseling sessions, will be prorated into 15-minute increments and charged to your credit card on file. Counseling or therapy sessions involving crises or technical complexity may be billed to insurance at higher rates than those listed above.

Clients without insurance or not wishing to utilize their insurance may request a negotiated "cash discount" rate that is less than those above and reflects our cost savings associated with paying your bill in full at the time services are rendered.

In the event a client requests completion of paperwork of any kind on their behalf (FMLA, disability, etc), the client will be charged their clinician's hourly fee, pro-rated into 15 minute increments. Completion of such paperwork is not covered by insurance and will be billed at the therapist's hourly rate to the credit card a client placed on file.

Completion of Legal and Disability Forms

Hope Arising Counseling, PLLC therapist does not provide evaluations regarding the scope, nature, duration or accommodations related to a disability or other medical conditions. Instead, our therapist will only provide their diagnoses and clinical observations of their clients. Further,

no such evaluations will be completed by our therapist until a minimum of five clinical visits have occurred. All questions regarding the scope, nature, duration, severity or accommodations related with any medical or mental health condition will be answered with "No Opinion - Outside the clinician's scope of practice."

Hope Arising Counseling, PLLC does NOT provide letters recommending emotional support animals, medical marijuana, or letters regarding employment, immigration or fitness to serve, due to being outside the scope of Hope Arising Counseling, PLLC.

Collection of Fees

Copays, coinsurance and session fees for non-insurance clients are due at the time services are rendered. The credit or debit card you have placed on file will be charged within 24 hours of the scheduled appointment unless you provide another method of payment to the therapist at the time of service. In the event that your card is declined, our office will continue to attempt to process your card at our discretion for up to 180 days after your appointment. We are not responsible for fees associated with bank account, including overdraft fees, on delayed processing of your credit card.

Failure to pay any fees within 60 days of the date of service will result in your private information being turned over to the law firm or collection agency of our choice for collection actions, including the possible filing of a public lawsuit for collections. This may result in the disclosure of some aspects of your private health information. Fees associated with collections will be added to the balance you owe to our practice.

Cancellation / No Show Fee

Unless specifically prohibited by a third party payer (insurance company, government program, etc.) all clients will be charged a \$75 fee per therapy hour that they fail to show up for, cancel with less than **24 hours notice**, or show up more than 15 minutes late or leave more than 15 minutes early due to our inability to properly bill insurance for the time you reserved that cannot be recouped.

This fee is charged regardless of the reason for your no show or late cancellation (including illness, family emergency, vehicle difficulties, etc.). This fee is also charged to non-insurance clients whose agreed upon therapy session fee is at least \$75 per hour.

This fee will be charged to your credit card on file within 24 hours and is not covered by your insurance provider or EAP. To cancel an appointment, you can leave a voicemail 24 hours a day at 501-428-4010 or email us at adrea@hopearisingcounseling.com.

Inclement weather policies

Snow / Ice days: Cancellation / no show fee is only waived if the school districts surrounding the office is closed for the day.

Tornado Sirens: If tornado sirens go off during a session, please end the session go to the safest place near you. You are welcome to move to safe space with your therapist, but you are free to leave the office if you so choose.

No Unaccompanied Minors

Children under age 14 may not be left unattended in our waiting areas. If our therapists realizes that a minor is unaccompanied, they will terminate the session and apply the no show fee. Additionally, any child(ren) under 14 that are receiving therapy, are required to have a parent or guardian on site at all times. Failure to remain on site may result in call to DHS.

Legal Retainer and Recording Fee

By signing this document, you agree in advance to pay our \$2,000 legal retainer fee (per day) should we be asked to testify in any type of court proceeding, including but not limited to any type of court trials (including divorce or custody cases), depositions, mediations, etc. You agree to pay this fee even if another attorney, without your authorization, subpoenas any of our staff regarding your records.

This fee must be paid prior to our appearance in court and will be billed to your credit card on file. Failure to pay this fee will result in our normal collection procedures. Unless specifically contracted to do so, in writing prior to your first appointment, Hope Arising Counseling, PLLC will not make custody recommendations regarding children, even if we have provided therapy services to all parties involved in a divorce.

Hope Arising Counseling, PLLC strictly prohibits audio or video recording of any therapy or testing session without all parties' expressed written consent. By signing this document, you also agree to pay a fee of \$2,000 for each session in which you record all or part of the session without our clinician's expressed written consent.

In-Network Insurance Billing

Hope Arising Counseling, PLLC will not work with every insurance company. If our providers can provide you with in-network care and you wish to use that coverage, we will collect your estimated co-pay or cost share after each session is provided.

It is YOUR responsibility to know your insurance coverage and to notify Hope Arising Counseling, PLLC of any changes to your insurance, coverage, or policy. In the event that your insurance coverage has changed, you must notify Hope Arising Counseling, PLLC **prior** to your next visit. Any services provided that are not covered by your insurance company are your financial responsibility and are subject to our standard collection procedures.

Out-of-Network Insurance Billing

If Hope Arising Counseling, PLLC is not contracted with your insurance company, your insurance is considered "out of network." This means that it may be subject to a different set of deductibles, co-pay formulas, and limits on coverage and we cannot guarantee your insurer will reimburse you for your care. Clients wishing to use out-of-network insurance coverage must pay their therapist's negotiated cash discount rate (written in at the beginning of the fees section of this document) at the time of service.

We DO NOT submit claims on an out of network basis for our clients. If you want your claims submitted on an out of network basis, you need to request a "superbill" that you can submit to your insurer.

When requested, Hope Arising Counseling, PLLC will do our best to verify what your out-of-network insurance will cover, but cannot make any guarantees about coverage. In the event that your out of network insurance coverage fails to cover your care, you will be held liable for our standard rate for cash pay clients.

Fees Not Covered by Insurance

Insurance companies will not cover mental health services where a valid diagnostic code is not provided and/or there is not evidence of medical necessity. Hope Arising Counseling, PLLC defines medical necessity as a condition that impairs your relational, vocational, emotional, physical or spiritual functioning. For families and couples seeking counseling, at least one individual must be assigned an individual diagnosis code and treatment must be appropriately focus on treating the individual's diagnosis. Additionally, insurance companies do not cover no-show fees, cancellation fees, records fees, or fees associated with our legal retainer. These fees are the sole responsibility of the client.

Confidentiality and Privacy

As part of providing therapeutic services, various Hope Arising Counseling, PLLC staff beyond your therapist will have access to your private information as needed to perform their job duties. Your rights to privacy and explanations of how your information are used are more fully explained in the separate document entitled "Notice of Privacy Practices for Hope Arising Counseling, PLLC." If you have not received this document or would like another copy, you can request one by emailing us at adrea@hopearisingcounseling.com.

Confidentiality and Complaints

By signing this agreement, you give Hope Arising Counseling, PLLC permission to break confidentiality in order to properly address or answer any complaints or lawsuits you bring against our practice or any individual staff member or contractor associated with our practice, whether you bring them in a public or regulatory setting.

Release of Records and Documentation

Hope Arising Counseling, PLLC has a very strict records release policy, even if documentation or records are being released directly to you the client. In ALL cases, written permission is required to release any written documentation of any kind or to communicate with any parties besides those under our care. Further, the identities of all parties authorizing release must be verified by one of our staff using your government issued photo identification or by providing us with a notarized copy of our release form. If you participate in marital or family therapy, Hope Arising Counseling, PLLC will not disclose confidential information about your treatment to unrelated parties, unless all adult(s) who participated in the therapy with you provide their written authorization for release of said information. Records may be requested by sending an email to Adrea@hopearisingcounseling.com.

Your Privacy and Third-Party Payers

By signing this form, you consent that all submissions for reimbursement sent to insurance companies, employee assistance plans, and other third parties may include private health information such as your diagnosis, identifying information, dates of service, and amounts paid

to our practice. In the event that a family member or other acquaintance agrees to pay for your services, we reserve the right to communicate to them about session attendance, no shows / cancellation fees, and the expected duration and effectiveness of therapy.

Call Recording

All phone calls to our administrative staff and clinicians may be recorded and be archived for up to six months for quality control and training purposes.

Supervision and Consultation

Hope Arising Counseling, PLLC may, at their discretion, consult with and discuss some of your non-identifying case information with other clinical professionals and may seek outside consultation from other industry professionals regarding their clients. Additionally, we may use anecdotes from therapy as part of writing, speaking, teaching or being interviewed in public settings. In all of these instances, no client names or case specifics will be shared, ensuring that confidentiality remains unbroken.

Treatment of Minors and Confidentiality

Communications between therapists and patients who are minors (under the age of 18) are confidential. However, in the exercise of their professional judgment, your therapist may discuss the treatment progress of a minor patient with the parent or legal guardian as is beneficial to the child. We strongly discourage parents from using their right to a child's medical records to violate this confidentiality. We believe it destroys a child's trust in their therapist and the mental health process.

Right to Respond to Complaints, Reviews, and Media

In the event that you exercise your right to create an online review, file a complaint with any regulatory body, or engage in commentary in the media about our practice, clinicians or your treatment, you also waive your right to confidentiality. By signing this agreement, you give Hope Arising Counseling, PLLC permission to respond publicly and privately to any such complaints in the course of protecting its reputation, defending its ethics, or clarifying facts related to your treatment.

Mandated Reporting

Hope Arising Counseling, PLLC may, without notice, break client confidentiality and contact the appropriate authorities with all pertinent information when we suspect:

1. Child, elder, or dependent adult abuse is revealed about any party, including those not in therapy,
2. A client poses a serious physical threat to themselves or others.

Additionally, by signing this document, you give Hope Arising Counseling, PLLC permission to release information when ordered by a judge or court of law under threat of sanction to our practice or staff.

Use of Third Party Software, Applications, and Electronic Communication

Hope Arising Counseling, PLLC uses a number of software, web-based, and electronic applications created and administered by third party providers. These include but are not limited to TherapyNotes, AT&T, Hushmail, Google Business Applications, SRFax.com, Verizon Wireless, Doxy.me, Microsoft365 for Business, IntakeQ, Pearson Interactive and various cell phone providers. Additionally, third party applications may be implemented by our practice without any additional disclosure to you as the client at any point in the future.

While Hope Arising Counseling, PLLC has secured a “business associate agreement” from each of these service providers, we cannot ultimately guarantee their compliance with HIPAA and other regulations. As part of signing this document and receiving service from us, you exempt Hope Arising Counseling, PLLC from liability or blame for any privacy violations that occur due to any action on the part of these vendors.

Agreement to Mediation

All complaints and disputes, with the exception of collection actions initiated by Hope Arising Counseling, PLLC, will be handled through a certified mediator. The mediator will be chosen by Hope Arising Counseling, PLLC and paid for by the party initiating the complaint.

Technology Assisted Counseling/Online Counseling

1. Potential Risks and Concerns with Phone and Video Counseling:

Due to certain limitations, technology-assisted counseling should be used only when face-to-face counseling is not available or practical given the client’s life circumstances. Specifically, you as the client should be aware of the following limitations associated with counseling over phone, email, or video counseling: Possible Misunderstandings: Due to the lack of nonverbal cues normally present with in-person counseling, technology-assisted counseling is prone to possible misunderstandings between the therapist and client. If you’re having trouble understanding your therapist’s communications or feel misunderstood, you should immediately tell your therapist or email them these thoughts after your session.

2. Turnaround Time:

Technology-assisted counseling involves a longer lag time between when you communicate with your therapist and when he or she communicates back. Our counselors make every effort to respond to your communications, within a 12 to 24-hour period of your request. It is important to realize that use of these services DOES NOT mean that your therapist is on call or available to you in crisis or emergency situations. If such a situation arises, you should call 911, go to your nearest hospital emergency room, or contact one of the emergency contacts identified in your orientation email sent from our practice.

3. By signing this agreement, you acknowledge that Hope Arising Counseling, PLLC is not your emergency care provider and exonerate them from liability arising from delayed responses.

4. Privacy Breaches:

Technology-assisted counseling utilizes a large number of outside resources and companies (internet and software providers, public utilities, etc). All these entities are prone to their own security risks. By signing this agreement, you agree to evaluate and establish your own technological safeguards (strong passwords, secure networks, virus protection) and indemnify Hope Arising Counseling, PLLC from any blame or liability associated with the hardware, software and third-party technology providers you select.

5. Safeguards Employed by Hope Arising Counseling, PLLC:

Hope Arising Counseling, PLLC uses Doxy.Me for video based communications. All personal health information acquired and stored by Hope Arising Counseling, PLLC is encrypted and utilizes HIPAA compliant cloud based services. Please discuss any such concerns with your counselor early in your first session so as to develop strategies to limit risk.

6. Records and Recordings:

In addition to our normal clinical records, Hope Arising Counseling, PLLC maintains records of when online counseling services were provided and to who. NO AUDIO OR VIDEO RECORDING of any kind is permitted by either the client or the therapist. By signing this agreement, you agree to pay \$2,500 per session that you record without our permission.

7. Emergency Contact Services:

If there is ever a disruption of services on the internet then the client will need to notify our main office at 501-428-4010.

8. Weapons:

No weapons of any kind may be brought into the Hope Arising Counseling, PLLC building, even if otherwise allowed under state concealed carry laws, unless in the possession of a bona fide law enforcement officer. Failure to abide by this policy will result in immediate termination of services.

Acknowledgement of All Terms and Receipt of Privacy Practices

Your signature below indicates that you have carefully read and initial all pages of this client agreement for services, as well as received a separate copy of our Privacy Practices.

By signing, you agree to all the conditions set forth in it. Please ask your therapist to address any questions or concerns that you have about this information before you sign this form!

Client Signature

Date

Clinician Signature

Date