ARKANSAS RELATIONSHIP COUNSELING CENTER LLC

209 ROYA LANE, SUITE 4, BRYANT, AR 72019
#4 SHACKELFORD PLAZA SUITE 100, LITTLE ROCK, AR 72211
P: 501.313.1185
F: 501.421.9403
INFO@ARKANSASRELATIONSHIPCOUNSELING.COM

Informed Consent for Therapy Services

Thank you for choosing the Arkansas Relationship Counseling Center (ARCC) to provide your services. By signing this document, you are stating that you understand that ARCC is operated by contractors whom are Licensed or Unlicensed to practice in the state of Arkansas. I also understand that in some cases ARCC's contractors are comprised of practicum or intern students who are pursing advanced degrees in counseling or marriage and family therapy. These contractors are supervised by licensed professionals of ARCC and by staff from their educational institution. I understand the credentials and qualifications of the contracting person providing my services and give my consent for any therapy, testing, or diagnostic evaluation seen as helpful by ARCC's contractors to treat me, my marriage, family, or other relationship.

Agreement to Treatment

By signing this document, I am stating that I understand and/or agree to each of the following:

- While in therapy, there are benefits and risks. Potential benefits include increased healthy habits, improved communication, stability in relationships, and lessening of distress. Some potential risks include increased uncomfortable emotions as you self-explore, and changes in dynamics or communication with significant people in your life. Sometimes couples that come for therapy choose to end their relationships. Although there are many benefits to therapy, there is no guarantee of positive or intended results.
- If during your work together with your therapist, noncompliance with treatment recommendations becomes an issue, we will make effort to discuss this with you to determine the barriers to treatment compliance. At times, treatment noncompliance may necessitate termination of therapy services. We encourage you to discuss any concerns you have about our work together directly so that we can address it in a timely manner.
- At any time, you may discontinue services. However, deciding when therapy is complete is meant to be a mutual decision, and we will discuss how to know when therapy is nearing completion. Sometimes people begin to schedule less frequently to gradually end therapy. Others feel ready to end therapy without a phasing out period. Other factors that may result in termination of therapy include, but are not limited to, violence or threats toward us, or refusal to pay for services after a reasonable time and attempts to resolve the issue.
- In the event services are terminated, we will make appropriate referrals whether with another ARCC therapist or agency, if we conclude that your needs may be met through other qualified professionals.

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Agreement to Recording and Observation

Because therapist with ARCC may require or choose licensure supervision, training on cases, and/or for treatment playback, I further agree to allow recording and/or observation of my therapy for the purpose of clinical treatment and training. An additional release of information form that explains the purpose of video use will be required to view cases outside of ARCC. I also understand that recordings **ARE NOT a part of the permanent records of the session and will be used for no other purpose without your written permission and will be erased when they are no longer needed for these purposes.**

Understanding of Confidentiality

I understand that all records, recordings, and other information concerning therapy will be kept in strict confidence by the therapist or anyone otherwise affiliated with the session. ARCC may not give information about my therapy to others, including the fact that I or my companions or family members are in treatment, except when specifically required to by law, or with my specific written consent. If we receive a request for information about you, you must authorize in writing that you agree that the requested information released.

Exceptions to Confidentiality

While ARCC's therapeutic records are confidential, I realize that there are times when my therapist or ARCC consultants may be legally or ethically required to share information against my wishes. I understand that my therapist or affiliated participants are required by professional ethics and law to report evidence or suspicion of child abuse or neglect, with or without client consent, including evidence or suspicions formed in the course of treatment. I further understand that ARCC is required by professional ethics and law to report threats to physically harm others or ourselves that I, my companions, or members of my family may make, regardless of my or our wishes. Finally, I recognize that ARCC is legally obligated to break confidentiality when ordered to testify by a court of law.

Minors

If you are under 12 years of age, please be aware that the law may provide your parents the right to examine your treatment records. If you are between the ages of 12 and 18, the law may provide your parents the right to examine your treatment records if after being informed of parents' request to examine your records, you do not object or your therapist does not find that there are compelling reasons for denying the access to the records. Notwithstanding the above, your parents are always entitled to the following information: current physical and mental conditions, diagnosis, treatment needs, services provided, and services needed. Before giving

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them any information, your therapist will discuss the matter with you, if possible, and do their best to handle any objections you may have with what is prepared to discuss.

Understanding that Therapy is NOT an Emergency Service

I am aware that ARCC is not an emergency or 24 hour service. In an emergency, I will call the local police, medical emergency service, or another appropriate agency.

If needed between sessions, you can leave your therapist a message on our 24-hour voicemail box at 501-311-1185. When you leave a message, include your telephone number even if you think we already have it, and best times to reach you. We make every effort to return calls in a timely manner. In the rare occurrence that a message is missed or accidentally deleted, if you do not hear back from us within one day, please leave a second message.

Social Media and Telecommunication

Due to the importance of your confidentiality and the importance of minimizing dual relationships, we do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). We believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

Electronic Communication

We cannot ensure the confidentiality of any form of communication through electronic media, including text messages and email. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, we will do so. While we may try to return messages in a timely manner, we cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

Financial Policy

Therapy is a commitment of time, energy, and financial resources. If you have health insurance, ARCC will verify your mental health benefits and eligibility. This verification is not a guarantee and ultimately your responsibility for any changes or updates to the insurance plan. Acceptable forms of payment include cash, check and major credit cards. Payments with cash or check will receive a 3% discount from the taxed amount. Our current fees are as follows and are collected at the first of each session:

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- Deposit to hold first Appointment (non-refundable): $25
- Initial Intake Appointment (90 minutes): $170
- Counseling Sessions (53 minutes): Varies depending on clinician
- Therapeutic Forms (letters, emails, or documents from the chart): $35.00 processing fee
- Concierge services for home/office settings (53 minutes for upper level management and executives): $280 plus mileage rate 54.5 cents per mile
- Patients with insurance or an EAP: the negotiated rate with each insurance or EAP company

We also provide telephone and online therapy sessions. Some health insurance carriers cover telehealth (telephone/online therapy). If your insurance plan does not cover teletherapy, it is your responsibility to pay the full rate of the clinician's counseling session.

If the clinician that you choose have different fees, it will be listed in the contracted financial policy.

Insurance Agreement

Insurance programs are designed to keep your out-of-pocket expense to a minimum. As a courtesy to you, we will check insurance benefits and bill your health insurance carrier on your behalf and wait up to 90 days for payment. There are times when insurance misquotes benefits. Please remember, however, that you are ultimately responsible for copays/coinsurance/deductible amounts that insurance reports after claims are submitted. On Day 60, if the bill has not been paid by your insurance company, you will be responsible for the amount. Any payments made on these claims thereafter will be immediately refunded to you.

Most insurance agreements require you to authorize us to provide a clinical diagnosis and sometimes additional clinical information. If you request it, we will provide you with information to send to your insurance company. This information will become part of the insurance company's files. Insurance companies claim to keep information confidential, but you should check with your insurance company directly if you have questions about their confidentiality practices.

Legal Proceedings

If we are contacted by an attorney regarding your treatment (either at your behest or related a legal matter you are involved in) please note the following:

- We charge a $1300 retainer prior to any preparation or attendance of legal proceedings.

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- We charge $250/hour to prepare for and/or attend any legal proceeding and for all court related services.
- Charges for court related services are not covered by insurance.
- Court related services include: talking with attorneys, preparing documents, traveling to court, depositions and court appearances.
- If the court or attorneys do not pay our fee, you will be charged for the time we spend responding to legal matters.
- You will also be charged for any costs we incur responding to attorneys in your case, including but not limited to fees we are charged for legal consultation and representation by our attorneys.

Complaints

If you have a concern or complaint about your treatment or about your billing statement, please talk to us about it. We will take your criticism seriously, openly, and respond respectfully.

Questions

If during the course of your therapy, you have any questions about the nature of your therapy or about your billing statement, please ask.

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Notice of Privacy Practices

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

Arkansas Relationship Counseling Center (ARCC) is required by law to provide you with this notice that explains our privacy practices with regard to your medical information and how we may use and disclose your protected health information for treatment, payment, and for health care operations, as well as for other purposes that are permitted or required by law. You have certain rights regarding the privacy of your protected health information and we also describe those rights in this notice.

WHO WILL FOLLOW THIS NOTICE

This notice describes ARCC practices regarding the use of your medical information and that of:

- Any healthcare professional authorized to enter information into your medical chart or medical record, including without limitation, mental health providers, technicians, and psychologists.
- All employees, staff and other personnel who may need access to your information.

Ways in Which ARCC May Use and Disclose Your Protected Health Information:

The following paragraphs describe different ways that we use and disclose your protected health information. We have provided an example for each category, but these examples are not meant to be exhaustive. All of the ways we are permitted to use and disclose your health information fall within one of these categories.

Treatment. ARCC will use and disclose your protected health information to provide, coordinate, or manage your health care and any related services. We will also disclose your health information to other health care providers who may be treating you. Additionally, we may from time to time disclose your health information to another physician whom we have requested to be involved in your care. For example – we would disclose your health information to a specialist to whom we have referred you for a diagnosis to help in your treatment.

Payment. ARCC may often provide services for reimbursement through 3rd party payers such as insurance. If we agree to provide services through a 3rd party, we will use and disclose your protected health information to obtain payment for the health care services we provide you. For example — ARCC may include information with a bill to a third-party payer that identifies you, your diagnosis, procedures performed, and supplies used in rendering the service.

Health Care Operations. ARCC will use and disclose your protected health information to support the business activities of our practice. For example – We may use medical information about you to review and evaluate our treatment and services or to evaluate our staff's performance while caring for you. In addition, we may disclose your health information to third party business associates who perform billing, consulting, or transcription, or other services for our practice.

Other Ways ARCC May Use and Disclose Your Protected Health Information:

Appointment Reminders. We will use and disclose your protected health information to contact you as a reminder about scheduled appointments or treatment.

Treatment Alternatives. We will use and disclose your protected health information to tell you about or recommend possible alternative treatments or options that may be of interest to you.

Others Involved in Your Care. We will use and disclose your protected health information to a family member, a relative, a close friend, or any other person you identify that is involved in your medical care or payment for care.

Research. We will use and disclose your protected health information to researchers, provided the research has been approved by an institutional review board that has reviewed the research proposal and established protocols to ensure the privacy of your health information.

As Required by Law. We will use and disclose your protected health information when required to by federal, state, or local law.

To Avert a Serious Threat to Public Health or Safety. ARCC will use and disclose your protected health information to public health authorities permitted to collect or receive the information for the purpose of controlling disease, injury, or disability. If directed by that health authority, we will also disclose your health information to a foreign government agency that is collaborating with the public health authority.

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Worker's Compensation. We will use and disclose your protected health information for worker's compensation or similar programs that provide benefits for work-related injuries or illness.

Inmates. We will use and disclose your protected health information to a correctional institution or law enforcement official if you are an inmate of that correctional institution or under the custody of the law enforcement official. This information would be necessary for the institution to provide you with health care; to protect the health and safety of others; or for the safety and security of the correctional institution.

Your Health Information Rights

Although your health record is the physical property of ARCC, the information belongs to you. You have the right to:

A Paper Copy of This Notice. You have the right to receive a paper copy of this notice upon request. You may obtain a copy in our office lobby at your next visit or by calling and asking us to mail you a copy.

Inspect and Copy. You have the right to inspect and copy the protected health information that ARCC maintain about you in our designated record set for as long as we maintain that information. This designated record set includes your medical and billing records, any other records we use for making decisions about you. We may charge you a fee for the costs of copying, mailing, or other supplies used in fulfilling your request. We may deny access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. If you wish to inspect or copy your medical information, you must submit your request in writing to our Privacy Officer:

Attention: Charlie Simpson, Privacy Officer,

#4 Shackelford Plaza Suite 100, Little Rock, AR 72211

Phone: 501.313.1185

You may mail your request, or bring it to our office. ARCC will have 30 days to respond to your request for information that we maintain at our practice site. If the information is stored off-site, we are allowed up to 60 days to respond but must inform you of this delay.

Request Amendment. You have the right to request that ARCC amend your medical information if you feel that it is incomplete or inaccurate. You must make this request in writing to our practice manager, stating exactly what information is incomplete or inaccurate and the reasoning that supports your request.

We are permitted to deny your request if it is not in writing or does not include a reason to support the request. We may also deny your request if:

- The information was not created by us, or the person who created it is no longer available to make the amendment.
- The information is not part of the record which you are permitted to inspect and copy.
- The information is not part of the designated record set kept by this practice or if it is the opinion of the opinion of the health care provider that the information is accurate and complete.

Request Restrictions. You have the right to request a restriction of how ARCC use or disclose your medical information for treatment, payment, or health care operations. For example – you could request that we not disclose information about a prior treatment to a family member or friend who may be involved in your care or payment for care. Your request must be made in writing to our practice manager. We are not required to agree to your request if we feel it is in your best interest to use or disclose that information. If we do agree, we will comply with your request except for emergency treatment.

An Accounting of Disclosures. You have the right to request a list of the disclosures of your health information ARCC has made outside of our practice that are not for treatment, payment, or health care operations. You request must be in writing and must state the time period for the requested information. You may not request information for any dates prior to June 3, 2013, nor for a period of time greater than five years (our legal obligation to retain information). Your first request for a list of disclosures within a 12-month period will be free. If you request an addition list within 12-months of the first request, we may charge you a fee for the costs of providing the subsequent list. We will notify you of such costs and afford you the opportunity to withdraw your request before any costs are incurred.

Request Confidential Communications. You have the right to request how ARCC communicates with you to preserve your privacy. For example – you may request that we call you only at your work number, or by mail at a special address or postal box. Your request must be made in writing and must specify how or where we are to contact you. We will accommodate all reasonable requests.

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File a Complaint. If you believe ARCC have violated your medical information privacy rights, you have the right to file a complaint with our practice or directly to the Arkansas Division of Consumer Affairs. To file a complaint with ARCC, you must make it in writing within 180 days of the suspected violation. Provide as much detail as you can about the suspected violation and send it to our Privacy Officer.

Uses or Disclosures Not Covered

Uses or disclosures of your health information not covered by this notice or the laws that apply to us may only be made with your written authorization. You may revoke such authorization in writing at any time and ARCC will no longer disclose health information about you for the reasons stated in your written authorization. Disclosures made in reliance on the authorization prior to the revocation are not affected by the revocation.

For More Information

If you have questions or would like additional information, you may contact our Privacy Officer at info@arkansasrelationshipcounseling.com.

Effective Date: June 3, 2013 last updated 5/13/18

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FINANCIAL POLICY and INFORMED CONSENT AGREEMENT

Fees. Counseling sessions are 50 minutes long. The fee for a 53-minute session, either face-to-face or by phone is $140. The fee for the first session (assessment) is $170 and will last 90 minutes. A first-time patient is charged $25 deposit by credit card to hold their appointment time. This fee is non-refundable but it is deducted from your first visit. Payment is collected at the beginning of each session. Payments with cash or check will receive a 3% discount from the taxed amount.

Charges. Occasionally there may be extra charges or other altered charges, but in your case the fee for the 53 minute session will be _____.

INSURANCE ASSIGNMENT. ARCC insurance program is designed to keep your out-of-pocket expense to a minimum. As a courtesy to you, we will bill your health insurance carrier on your behalf and wait up to 90 days for payment. Please remember, however, that you are ultimately responsible for payment. On Day 60, if the bill has not been paid by your insurance company, you will be responsible for the amount. Any payments made on these claims thereafter will be immediately refunded to you.

Initial_____

Co Payment $_____ Co Insurance $_____ Deductible $_____

Self-Pay Client. Clients without insurance or whose insurance does not cover the cost of mental health counseling because of high deductibles or other limitations are personally responsible for payment at the time the service is rendered.

Initial_____

Signature

I have read or had explained to me all the above terms and conditions of therapy, and have signed below to indicate my agreement with each of these terms and conditions:

Client Date

Client (Adult family member, domestic partner, or other adult) Date

Client (Adult family member, domestic partner, or other adult) Date

Therapist Date

*ARCC will include a primary therapist on each case, and may or may not include a clinical supervisor, professional peer consultants, and clinical support staff.

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Cancellation/No Show Policy

We understand that unplanned issues can come up and you may need to cancel an appointment. If that happens we respectfully ask for scheduled appointments to be cancelled at least 24 hours in advance. If appointments are not cancelled or rescheduled in the allocated time, you may be subject to a full fee charge of **$140**. Missed appointment charges are considered an out of pocket expense and insurance carriers/EAPs will not cover these charges nor can we bill the insurance company/EAPs for this fee. You can email, call, or text during out of business hours to cancel or reschedule. We may send appointment reminders 1-2 days before the scheduled appointments, but it is your responsibility to reschedule within 24 hours if needed.

We will maintain a credit card number on file to be used for payment at each scheduled session. The card will also be used to charge for any late cancellation or missed appointments within 24-hours of scheduled sessions.

If fees for services are not paid in a reasonable amount of time, and attempts have been made to resolve the financial matter to no avail, a client account may be sent to a collection service.

Thank you for being a valued client and for your understanding and cooperation as this policy will enable us to open otherwise unused appointments to better serve the needs of all clients.

I agree to the above terms and authorize Arkansas Relationship Counseling Center to automatically charge any balance to credit card on file. Please sign for authorization:

Client signature: _____ Date: _____

Client Signature: _____ Date: _____

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ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES

By signing this form, you acknowledge receipt of the Notice of Privacy Practices (on pages 6-8) that ARCC has provided. The Notice of Privacy Practices provides information about how ARCC may use and disclose your protected health information. ARCC encourage you to read it in full.

ARCC Notice of Privacy Practices is subject to change. The most recent version will always be at the website at www.arkansasrelationshipcounseling.com in the forms section. If ARCC change the notice, you may obtain a copy of the revised notice by contacting the phone number above.

If you have any questions about the Notice of Privacy Practices, please contact ARCC at the address and /or phone number above

I acknowledge receipt of the Notice of Privacy Practices for ARCC:

Signature: _____ Date: _____

(client/parent/conservator/guardian)

Signature: _____ Date: _____

(client/parent/conservator/guardian)

INABILITY TO OBTAIN ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES

ARCC made good faith attempts to obtain the client's acknowledgement of his or her receipt

of the Notice of Privacy Practices, including [describe good faith attempts].

_____

_____

However, because of [describe reasons why acknowledgement was not obtained] ARCC was unable

to obtain the client's acknowledgement.

_____

_____

Signature of provider: _____ Date: _____