

CONSENT

Counseling Process and Relationship: LIFE WITHIN COUNSELING GROUP, LLC believes that counseling is an interactive process between client and therapist. Participation in counseling involves active listening by both counselor and client, honesty by both parties and openly discussing concerns about the counseling process. Effective counseling requires that the client and the counselor develop a healthy relationship with clear boundaries. We believe that each client is an individual with unique concerns, strengths and values. Please know that we are professionals that are committed to your welfare.

It is important to understand that we have a professional relationship. Contacts, other than chance meetings will be limited to scheduled appointments. If we see you in a public setting, in an effort to protect your confidentiality, we will wait for you to speak to us before we acknowledge you.

Initially, counseling often results in the client experiencing uncomfortable feelings or thoughts. Because some issues are painful to deal with, things sometimes seem to get harder before they get better. This experience may affect the client's relationship with family members, spouse, or other significant relationships. Throughout the process of counseling, clients are expected to respect the rules and boundaries of the counselor and to help keep the environment safe at all times. In the event that a potential risk is identified during the counseling process, your counselor will complete a Risk Assessment to determine the best course of action.

The number of sessions that will be needed will depend upon a variety of circumstances. Each person moves at a different pace and each person's struggles are unique. Some clients may require only a few sessions to reach their goals, while others may take several months or possibly longer. You, the client, are responsible for choosing to continue or to terminate therapy at any time. When you are ready to terminate therapy please allow at least one session so we can have closure.

If you find that our particular style of therapy does not meet your needs, please feel free to ask for referrals to other therapists and we will help you transition to another provider. For more information about our Discharge and Transition Plan, please view the [Client Policies and Procedures](#).

Billing and Payment: Payment is expected in full at the time of the appointment unless other arrangements are made. Payments can be made by debit card, credit card, check, or cash. If a check does not clear due to insufficient funds or for any other reason, the patient will be billed for any related bank fees incurred as a result of the insufficient funds. We accept most insurances. Payment by cash, check or major credit card is due at the time of your session. Other fees apply for various services, such as copying records, written reports and assessments. Failure to keep your account current may result in legal action or collection agency intervention.

I agree to pay for services at the time they are provided, unless I have agreed otherwise or unless my insurance coverage requires another arrangement. Further, I understand that the Clinic will contact insurance providers to determine benefits, however, I also understand that the Clinic can not guarantee that the information provided by the insurance provider is accurate. I agree to pay for all agreed to services that might not be covered by my insurance plan including non-covered diagnoses or procedures (e.g., testing, group, marital counseling).

Working Card on File: Life Within Counseling Group is committed to reducing waste and inefficiency and making the billing process as simple as possible. Our practice requires that each client provide and keep a working credit card on file. Your credit card information will be kept confidential and secure through a third-party platform. Payments to your card are processed within a week following your completed appointment, unless you have opted to pay in an alternative way (i.e. cash or check). If payment has not been made, then the subsequent session will be rescheduled or canceled until your balance is up to date.

If your card is no longer active or your financial situation changes and you cannot cover the cost of a session, please contact our office immediately at 501-232-2600.

Reschedule Fee: Each counselor at Life Within works to carefully maintain a roster of valued clients. When you are scheduled to be seen, that time is set aside just for you and your counselor. If you miss or cancel your appointment without adequate notice, it not only keeps you from using that time to make progress in your treatment but also keeps someone else from potentially using that valuable time.

If you choose to reschedule an appointment following a missed or late-canceled appointment (24 hours), we ask for a \$100 reschedule fee to be paid prior to your

next appointment. The application of this fee will be at your request to hold a spot on your clinician's caseload OR at the request of the clinician to ensure treatment accountability. Your consent will be required before any payment is taken by the clinician.

Insurance: I acknowledge that Life Within Counseling Group, LLC ("the Clinic") will file insurance claims on my behalf. I authorize assignment of benefits and further give permission for the Clinic to release information to my insurance company if requested.

If we are "in network" with your insurance company, our fee is based on our contracted rate with your insurance company. You will be responsible for paying your copay at the time of service. You are responsible for all fees not covered or reimbursed by your insurance benefits or policies, including but not limited to, deductibles, co-payments, missed appointments, late cancellations, correspondence/reports, assessments or services not approved by your plan. If we are not a provider for your insurance plan, you may have out-of-network (OON) benefits. If you have such benefits, we can provide you with a receipt that you may submit to your insurance so that you can request reimbursement. Please be aware that we utilize the service of a billing agent to file claims with insurance companies. Some individuals choose not to use their insurance for various reasons. Please understand that if you choose not to use your insurance, we will not go back and bill previous sessions if you change your mind.

Forensic Rates: Infrequently, you or another person may seek to compel a therapist to testify in court. Our fee for such testimony is a minimum of \$500.00, which covers up to 3 hours of time in court. After 3 hours, you will be charged at the rate of \$200 per hour or prorated accordingly for court testimony. In the event that less than 24-hour notice is given for a change in the court schedule, a fee of \$500 will be incurred due to the loss of scheduling time for the clinician. For out-of-area court appearance, all transportation and lodging expenses must be paid in advance. Depositions, Records review, consultation with clients, litigants, attorneys (in person or via phone), reports, or any other service provided plus time spent adjusting schedule or any business disruption will be charged at the rate of \$200.00 per hour or prorated accordingly.

Telephone Accessibility: We make every effort to respond to our messages within 24-48 hours. Calls are returned during normal business hours. Because technical difficulties do sometimes occur, please call again if you do not receive a return phone call by the end of the next business day.

Electronic Communication/Telehealth: Please be aware that email and texting are not always secure means for communicating information. If you do send an email or text with other information, we will read it but will most likely wait until your scheduled appointment to respond to the content. If you initiate communication via email or text, it will indicate your permission to communicate via these methods and you will assume the risk. If you pay via credit card, please be advised that an electronic receipt may be sent to your phone or email and that receipt is also not considered secure.

Emergency Care: If you are experiencing a medical emergency, please dial 911 or go to your nearest emergency room. If you have a counseling crisis, call the office line, 501-232-2600 and a counselor available will answer or return your call immediately. If your call is not answered or returned immediately and you are in danger of hurting yourself or others or it is after normal office hours, please call The Bridgeway at 1-800-245-0011.

Social Networking/Media: If you choose to participate in the various forms of social networking/media utilized by Life Within Counseling Group, LLC (i.e. Facebook, LinkedIn, Twitter, Instagram or blog), please understand that your name and/or picture may be visible to others and therefore your identity cannot be protected in these situations. Colleagues, friends and others also participate in these communication tools and distinctions are not made about who is a client and who is not. Choosing to participate is voluntary. These tools will be used by Life Within Counseling Group, LLC to disseminate general messages and will not address individual client concerns. We reserve the right to remove any follower's comments or block any individual from participating. Please know that therapists have personal social media pages and will not accept friend requests in an effort to maintain confidentiality and appropriate boundaries.

Consultation: In order to provide you with the highest level of care, we may desire to consult with colleagues or an expert in a particular area relevant to your psychotherapy. We do that without identifying information so that your privacy is protected.

Privacy Rights: Professional ethics and legal standards require that our conversations and our records (even the fact that you are a client) be kept confidential. However, under the following circumstances, we are legally and ethically obligated to breach confidentiality: (a) If you present a serious imminent danger to yourself or others (b) in cases of apparent abuse or neglect of a child, an elderly person, or a disabled person (c) in the event of my death or incapacitation a designated individual will be responsible for my records and/or contact as necessary.

Our records are stored electronically on an encrypted, password protected laptop. Texts, emails and voicemails may be stored on a password protected smart phone. In the event that this laptop or phone is lost or stolen, we will take measures to wipe out the data. We also have an encrypted external back up system. At such time that the laptop or phone is no longer in use, it will be wiped/sanitized.

In addition, when clients enter couples counseling, their rights to confidentiality within the therapy is waived. It is not therapeutically advisable for the therapist and one partner to hold confidential information from the other partner. This doesn't mean that things are automatically shared but clients will be strongly encouraged to share pertinent information. A culture of secrecy disrupts the effectiveness of couples therapy. Thus, if you participate in couples therapy, you will be voluntarily waiving the right to confidentiality with your partner who is also participating in therapy. Do not tell anything you wish to keep a secret from them as we reserve the right at our discretion to share information I deem helpful to therapy.

Finally, if we want to consult with someone about the specifics of your case in order to better coordinate services (i.e. a doctor), we will request that you sign a release of information. Please understand that in couples therapy records can only be released when privilege has been waived by both people. Please review the Notice of Privacy Practices for Protected Health Information (<https://www.hhs.gov/hipaa/for-individuals/guidance-materials-for-consumers/index.html>) for a more extensive explanation of your privacy rights.

In compliance with the state and federal requirements of HIPAA I have been provided with a copy or access to the Clinic's policy and procedures regarding the protection, security, and release of my Protected Health Information.

Recording: During psychological evaluations it is sometimes necessary to record client responses to assessment questions in order to provide the most accurate scoring for the assessment. These recordings are stored within a secure online system, Assess, with test battery. These recordings will not be shared with anyone and are kept confidential.

Professional Records: You have the right to receive a copy of your records (either in print or electronically) if you make a request in writing. Copies of client records are available for an administrative fee that will reflect actual cost of labor, paper copies, usb (for electronic copies), postage or other materials. However, the involved clinician may ask to discuss the request prior to releasing the records. Clinicians can deny record requests if deemed harmful to the client. In such scenarios, you have the right to request a second opinion and another clinician will review the request.

Group Therapy: To participate in group therapy, the client understands and acknowledges that standards of confidentiality are not legally enforceable on group participants. Before participating in group therapy, the client agrees to not share any personal information (i.e. names, diagnoses, relational information, and personal struggles of other group participants) learned from other group participants outside of group therapy. The client also acknowledges and accepts that if their personal information is shared by other group participants, Life Within will not be held liable for breaches of confidentiality by other group participants. All group participants must agree to uphold the standard of confidentiality in order to participate in the group. If a group participant behaves in a way that intentionally decreases the efficacy, sanctity, or feelings of safety among other group members, they will not be allowed to return to the group but will still have the option to be seen by a Life Within therapist for individual sessions. Life Within holds the right to determine which client's best fit with which groups and strives to form groups that are therapeutically advantageous to all group participants.

Informed Consent for Technology Assisted Counseling Services

Definition of Technology Assisted Counseling: Technology assisted counseling involves the use of electronic communications to enable Life Within Counseling Group clinicians to connect with individuals using live interactive video and audio communications. technology assisted counseling includes the practice of psychological health care delivery, diagnosis, consultation, treatment, referral to resources, education, and the transfer of medical and clinical data.

I understand that I have the rights with respect to technology assisted counseling:

1. The laws that protect the confidentiality of my personal information that I have already signed also apply to technology assisted counseling.
2. I understand that I have the right to withhold or withdraw my consent to the use of technology assisted counseling in the course of my care at any time, without affecting my right to future care or treatment.
3. I understand that there are risks and consequences from technology assisted counseling, including, but not limited to, the possibility, despite reasonable efforts on the part of the counselor, that: the transmission of my personal information could be disrupted or distorted by technical failures, the transmission of my personal information could be interrupted by unauthorized persons, and/or the electronic storage of my personal information could be unintentionally lost or accessed by unauthorized persons.
4. Life Within clinicians follow the State of Arkansas Regulations for technology-assisted counseling services:
Comply with ABEC Rule Section 3.5, (9), (A-F), and Section XII as well as their code of ethics. They have also received training to provide technology assisted counseling services.
5. By signing this document, I agree that certain situations, including emergencies and crises, are inappropriate for audio-/video-/computer-based psychotherapy services. If I am in crisis or in an emergency, I should immediately call 9-1-1 or seek help from a hospital or crisis-oriented health care facility in my immediate area.
6. - The alternatives to technology assisted counseling services have been explained to me, including the risks and benefits of technology assisted counseling, as well as the risks and benefits of doing without treatment. I understand that I can still pursue in-person therapy through Life Within, however a referral to a local provider may be needed.

I understand that using technology assisted counseling services does not necessarily eliminate my need to see a therapist in-person, and I have received no guarantee as to the effectiveness of technology assisted counseling services.

7. In the event of a failure of technology, my therapist can contact me by

phone, at _____

or email, at _____

8. The scheduling of technology assisted services follow the same policy as in-person sessions. Clients are expected to be present at the designated time and using the designated software. Sessions are scheduled during normal work hours, 8:00 AM to 5:00 PM Monday- Friday unless agreed upon by the clinician.

9. Technology assisted sessions can not be provided to client outside of the state of licensure held by their therapist in the session's location of the client or the therapist.

10. Technology assisted counseling is not a tool used to contact your therapist outside of scheduled sessions. If you need to contact your therapist, please call Life Within's office at 501-232-2600, or in the case of an emergency call 911.

11. Technology assisted counseling allows Life Within to contact other care providers to coordinate your care but can only be done with your express written consent.

12. Life Within Counseling Group does not record sessions with clients and Life Within has the right to refuse services if the client chooses to record their sessions.

13. Due to the ease of access to technology assisted services it is essential that clients be aware of ways they can jeopardize their confidentiality while using technology assisted services.

- Client's should only use secure private networks that are password protected. This means not completing technology assisted services in public spaces or using public WiFi due to the danger of using unsecured systems.
- When participating in a technology assisted session, client's should be physically located in a private area where they will not be overheard and, if at all possible, use headphones with a microphone to improve communication and decrease the chances of being overheard by others.
- It is essential to your treatment that therapist be made aware of who is in the client's presence during a technology assisted session. To avoid unintentional disclosure, therapist may ask you to relocate to a more private location, requests that others leave the room, or reschedule the session until the client can be in a more confidential setting
- Clinicians may utilize any communication technology that the payor source approves of, Life Within offers Google Meet as its prima

14. In case of an emergency, all technology assisted sessions must have a plan in place to insure the safety of the client and others. No technology assisted session will be conducted without the client providing their current location, their phone number, and the updated contact information for an emergency contact.

Payment for technology assisted counseling Services:

Life Within will bill insurance for technology assisted counseling services when these services have been determined to be covered by an individual's insurance plan. The standard copay and/or deductibles would apply. In the event that insurance does not cover technology assisted counseling, you may wish to pay out-of-pocket, or when there is no insurance coverage. We can provide you with a statement of service to submit to your insurance company.

Patient Consent to the Use of technology assisted counseling:

I have read and understand the information provided above regarding technology assisted counseling, have discussed it with my counselor, and all of my questions have been answered to my satisfaction. I have read this document carefully and understand the risks and benefits related to the use of technology assisted counseling services and have had my questions regarding the procedure explained.

I hereby give my informed consent to participate in the use of technology assisted counseling services for treatment under the terms described herein. By my signature below, I hereby state that I have read, understood, and agree to the terms of this document.

[View our Client Policies & Procedures here.](#)

[View our Fee Schedule here.](#)

[View our Client Rights here.](#)

Communication Disclosure:

Consent for messages to be left on my voicemail, through text message or email when appropriate or for appointment reminders.

YES NO

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By signing these polices,

- I acknowledge receipt and/or access to the Notice of Privacy Practices for Protected Health Information and Client Rights.
- I understand and agree to the stated practice polices as listed above.
- I give full consent for myself to participate in psychotherapy.
- I have the opportunity to speak with a clinician regarding any questions or concerns about this policy.
- This consent becomes effective at the time and date of your scheduled Intake assessment by a licensed clinician at Life Within Counseling Group and this document is signed and dated.
- I certify that I have the legal right to seek and authorize treatment for myself.
- I hereby agree to attend group therapy, actively participate in group discussion, and keep confidential any information that is revealed by other group members during session.

Client Name _____ **Date of Birth** _____

Parent/Guardian if Client is a Minor: _____

If the Legal Guardian please include legal paperwork during Intake

Signature Date