



## DISCLOSURE AND INFORMED WRITTEN CONSENT TO TREAT FORM

### Section I – Privacy and Confidentiality

#### A. Privacy and Exceptions to Privacy

You may be confident that your privacy and confidential information are protected. The relationship and communication between a therapist and his/her client are defined and protected by Arkansas State Law. Confidentiality is nearly absolute, with the following notable exceptions:

1. There is reasonable suspicion of neglect/abuse of a vulnerable population (those who may have an impaired ability to speak up for themselves; for example – children, the mentally handicapped, the elderly, etc.).
2. There is reason to believe that a client poses an immediate threat to him/herself (suicide).
3. There is reason to believe that a client poses a foreseeable and preventable threat to an identifiable victim or victims.
4. The client initiates legal proceedings in which mental state and/or the counseling relationship and/or content is a defense or subject of the proceedings.
5. In the case of court-mandated sessions, legal authorities may have the right to access a client's health record.
6. In some cases of infectious disease or other threats to the health of the general population or identifiable victims of transmission. *For example, a therapist may have a legal obligation to disclose a threat to a client's sexual partner or partners if a client is knowingly and intentionally withholding such a disclosure and thus placing such partners at significant risk of infection.*

Finally, if a client signs an appropriate release, private and confidential information may be disclosed. Such a release will identify the information to be disclosed, the person(s) to whom it may be disclosed, and the purpose for such disclosure. Such a release is not an exception to privacy and confidentiality, but rather the means by which a client may exercise control over the disclosure of his/her information.

#### B. Your Health Records

1. Storage

Your health records are stored as a combination of paper and electronic media until such time as paper records and session notes may be digitized. Digital scans of hand-written originals provide an extra layer of security because extraction of usable data from these image scans is very difficult for automated tools. According to Arkansas State Law and the Code of Ethics of the American Counseling Association, your records must be stored in a retrievable format for a period of no less than seven (7) years following the date of your final session.

## 2. HIPAA Exception for Therapist Session Notes

HIPAA provides an exception specific to mental health professionals and LOTUS Counseling & Consulting, PLC takes advantage of this exception. According to this exception, therapist session notes are not considered a part of a client health record when they are kept separate from the client health record. As such, therapists retain all rights to these session notes. Clients do not have a legal right to the therapist's session notes. Session notes may still be released to clients at the therapist's discretion, provided such a release would not have any associated reasonable risks for the client.

*Why keep the session notes separate? Clients are sometimes not the only individuals with a right to their own health record. Third-party payers and guardians of minors are both examples of individuals who may have a legal right to a client's health records. Keeping session notes separate from health records allows increased protection of client privacy and confidentiality by restricting health records to health, diagnosis, and treatment information and leaving particulars in the session notes.*

## 3. How to Request Your Health Record(s)

You or your authorized legal representative may submit a written request for your health records by sending an encrypted email (be sure to separately encrypt any attached digital requests) using the public encryption key provided by LOTUS Counseling & Consulting, PLC. If you are unable to send an encrypted email, you may use the US Postal Service.

Encrypted email requests for records should be sent to [lotusnwa@sdf.org](mailto:lotusnwa@sdf.org). Contact information may change as necessary, so always verify contacts before making requests.

Requests sent through the US Postal Service should be addressed to:

LOTUS Counseling & Consulting, PLC  
PO Box 182  
Hiwasse, AR 72739

Please note that it is recommended practice when using USPS to transmit protected health information to also require proof-of-receipt. You have the right to request your files in either paper or digital format. Digital formats will be delivered using PGP/GPG encrypted email if possible. If you are unable to provide a public key for encryption, the US Postal Service will be used. You may still request digital formats be sent to you in this way; the digital files will be sent on an optical disc in this case.

## C. Technology-Assisted Privacy and Confidentiality

In the event that mental health services are provided using technology-assisted means (see §IV.B below), the therapist will treat all session content just as live, in-person content would be treated. *No guarantees may be made regarding access of session content by government agencies, which may have wide-ranging and undisclosed powers to retrieve session content without notifying participants or gaining consent. For example, unprecedented powers have at times been granted to government agencies under the aegis of protecting interests of national security.*

All due diligence will be exercised to ensure that third-party providers of telecommunication services are acting in good faith and with appropriate Business Affiliate/Associate Agreements in place. Please pay special attention to §I.D below concerning social media and telephone/texting services).

Session content will not be recorded without the express consent of clients; the telecommunication framework used for synchronous telehealth services will not allow recording of content without notification of all parties. *For example, whenever any participant in a Zoom meeting begins recording, an immediate notification appears to notify all participants that they are being recorded.* The telecommunication framework will implement in-transit date encryption.

## D. Social Media and Digitally Augmented Telephone Services

### 1. Social Media

Clients should not engage with therapists using public social media platforms. Private social media should be used with caution. All private social media correspondence should be considered a part of or referenced by a therapist's session notes. LOTUS Counseling & Consulting, PLC and its members will not search out or research clients using social media without prior consent from clients.

### 2. Email

Email should be considered social media. Clients have a right to use unencrypted email, but this is **highly discouraged**. Clients who send or request unencrypted email understand that email service providers may keep records of all content and release LOTUS Counseling & Consulting, PLC and its representatives from all responsibility to safeguard the privacy and confidentiality of such communications.

### 3. Texting

Very little texting today is pure SMS messaging. For example, if your texting service allows pictures or other files to be sent, it is not pure SMS. Modern texting services should be considered the same as email. Modern texting services are social media. Please use texting with care. Never text anything that you would not want the public to be able to access. Even in the

case of pure SMS texting, there is no way to guarantee that the intended recipient is the actual or only recipient.

## **Section II - Therapist Information**

### **A. Credentials and Professional Associations**

I am a Licensed Associate Counselor, licensed for practice by the Arkansas Board of Examiners in Counseling (LIC #A1603038). I have earned the degrees of Master of Divinity and Master of Science in Community Counseling. I am a member of the Association for Contextual Behavioral Science.

### **B. Theory and Practice**

I practice two primary forms of counseling/psychotherapy: Gestalt Therapy and Acceptance and Commitment Therapy. I have received religious training in *Yogacara*, an “Eastern” psychological model and this may inform my practice. I am also a Gay Affirmative Therapist and strive to practice in accordance with the competencies described by the Association for Lesbian, Gay, Bisexual, and Transgender Issues in Counseling.

### **C. Potentially Relevant Non-Professional Information**

I am an ordained member of two religious orders, and therefore have a presence in the community as a member of the clergy. Some of the services I provide without cost in this capacity may be similar to services I offer as a Licensed Associate Counselor. If you have any questions, please do not hesitate to ask.

## **Section III – Risks of Counseling**

### **A. Social Disruption and/or Psychological Discomfort**

There are risks associated with counseling and psychotherapy. Personal development may disrupt relationships and social systems. Counseling and associated work may cause individual discomfort. Therapeutic experiments (behavioral interventions) may entail risk. Change is often stressful and therapeutic changes may precipitate anxiety.

### **B. Safety First**

Always trust your own judgment with regard to safety and, when in doubt, always preserve safety first. Therapists may not always be aware of risks associated with therapeutic interventions, especially those affecting social systems; it is always the client’s responsibility to apply their own greater and immediate knowledge of their context and judge the potential risks and benefits of therapeutic interventions. It is not a virtue to blindly defer to a therapist’s judgments.

## **Section IV – Notes about Mode and Delivery of Services**

## **A. In-Person Counseling**

### **1. Individual Out-Patient Office Session**

A single client meets in-person with the service provider in the provider's office space. Clients may expect reasonable efforts on the provider's part to provide a clean, safe, comfortable, and private space for counseling.

### **2. Dyadic or Systemic Out-Patient Office Session**

More than one individual meets in-person with the service provider in provider's office space as in **§IV.A.1** above. All individuals present must give informed consent to treatment. All individuals present will be treated as a single, collective client. If all agreed-upon individuals are not present for a session and the counselor determines that such absence impedes agreed-upon therapeutic goals, the counselor may treat the session as canceled by the client.

*Example: Two parents and a child are scheduled to meet with the counselor with the agreed-upon therapeutic goal of addressing the child's inappropriate use of social media. Upon arriving at the counselor's office, the child refuses to enter the building. The parents request that they be seen without their child. The therapist determines that this will not serve the agreed-upon therapeutic goals and refuses. The session is treated in the same manner as any other in which the client (in this case, both parents and child collectively) does not appear for counseling (see **§VI.G** below).*

If, during the course of any session, one or more individuals constituting the collective client leaves the session prematurely, the session will be considered concluded; sessions ended prematurely for this or other reasons will not be prorated or refunded.

*Example: 20 minutes into a session with a husband and wife, one of the partners becomes angry and storms out of the counseling space. The remaining partner wishes to continue the session. The counselor determines that continuing the session will not serve the agreed-upon therapeutic goals for the client (both husband and wife together) and ends the session immediately and the husband and wife are billed for a full (50 minute) session.*

## **B. Technology-Assisted Counseling Session**

### **1. Individual Session**

The provider meets with an individual client synchronously using audio-visual teleconferencing software complying with the conditions described in **§I.C** above.

Clients will be asked to verify their identity at the beginning of the initial session with a photo I.D. Clients will be asked to provide their physical location at the beginning of each session to determine the location at which services are legally considered to be taking place. Client and therapist shall engage in technology-assisted sessions in locations that provide a reasonable degree of privacy; both client and therapist shall, insofar as possible within hardware constraints, pan their cameras in order to demonstrate the privacy of each physical context.

In the event of technology failure that interrupts an ongoing teleconference session, the session will continue using audio-only technology – normally the telephone.

## 2. Dyadic/System

In the event that more than one person is present in a technology-assisted session or more than one person constitutes the client for a technology-assisted session, clients may share a single audio-visual device or each client may use individual audio-visual devices, provided each participant is physically present in the State of Arkansas at the time of service provision. The therapist may suggest a particular method of service delivery (shared or individual devices) in order to better accomplish therapeutic goals.

*Example: Two romantic partners are meeting as a collective-client with the therapist. One partner participates from their home, while the other partner is participating from an hotel located in Arkansas while traveling for business. The therapist has determined that meeting from three separate physical locations will serve the agreed-upon therapeutic goals.*

## 3. Group

Group Therapy and Psychoeducation sessions may be delivered using technology-assisted means. The therapist alone will have final control over access to, composition of, and participation limits (muting, video-sharing, etc.) within technology-assisted group sessions. For more information about these groups, along with relevant risks and benefits, below in **§IV.C.**

### **C. Group Therapy and Psychoeducation**

Periodically, LOTUS Counseling & Consulting, PLC and/or Marc B. Paine, LAC may offer Group Therapy or Psychoeducation sessions. Clients engaging in Group Therapy will strive to safeguard the privacy and confidentiality of all participants. Because the service provider is not solely responsible for maintaining the privacy and confidentiality of participants, there is an increased risk of unauthorized disclosures by fellow participants and the service provider is released from absolute responsibility for maintaining and safeguarding such privacy and confidentiality. Such release shall not apply should there be clear evidence that any breach of privacy or confidentiality has originated with the service provider. Any clients found to violate the privacy and confidentiality of fellow participants will be immediately terminated from Group Therapy. Such termination will have no impact on the terminated client's ability to participate in other modes of counseling. This increased risk of unauthorized disclosure may be mitigated by the increased opportunity to learn and practice learned skills in a controlled social environment. Some therapeutic groups may be "closed" or "semi-closed" groups. Individuals interested in participating in either closed or semi-closed groups must make application and may be declined participation at the discretion of LOTUS Counseling & Consulting, PLC in order to form a group that will be therapeutic for all participants. Being declined participation is not a judgment of any individual, but a judgment of whether participation can be expected to be therapeutic for the applicant and/or other participants in the group. This may include regulating the group's number of participants. Further rationale will not be provided to any declined applicant.

## **D. Community Counseling**

Clients may choose to meet with a counselor in-person in a location other than the counselor's office. The client (parent, legal guardian, or other legally authorized representative in the case of minors) must first sign a consent to receive treatment in an alternative setting after being informed of risks, benefits, and limitations of such an alternative setting. Alternative locations may include public spaces, community buildings, churches, or other spaces with a reasonable expectation of privacy. Clients who choose to be seen in their homes must consent to video recording of the session; such consent may be withdrawn at any time and the session will end immediately. Sessions ended due to withdrawal of any required consent will not be refunded in part or full. Minor clients will not be seen in a private residence under any circumstance.

## **Section V – Legal and Appearance Fees**

### **A. Administrative Fee**

For each case (not appearance), there is a \$500 administrative fee.

### **B. Appearance Fee**

Regardless of the time of day or scheduled length of the court appearance, clients are required to pay an appearance fee equal to seven times (7x) the published individual session fee at the time of the appearance plus four times (4x) the group session fee at the time of the appearance. This fee covers the cost of canceling and rescheduling all individual and group sessions for the date of the court appearance. A separate appearance fee will be assessed for each separate date of appearance; multiple appearances on a single date will only incur a single appearance fee.

### **C. Travel Fee**

If the court appearance is more than 30 miles from my home address, there will be a travel fee of \$250 plus mileage (IRS rate at time of appearance) to cover travel, food, and lodging. All fees for consultation outside of court will be negotiated and contracted individually.

### **D. Responsible Party**

The client will be responsible for all of the applicable fees above if he/she signs a release of privileged information (that is, wants the counselor to testify). If the client claims privilege (does not want the counselor to testify), he/she will not held responsible for administrative or appearance fees, but will be responsible for the travel fee. If there are multiple clients who disagree over whether or not to release privileged information, fees will be split equally among those involved in the case in question who sign a release. If all individuals constituting a collective client do not release the content of a session or sessions, the content will remained privileged.

### **E. Fitness for Custody**

We will not, ***under any circumstance***, testify in any legal proceeding concerning fitness for custody. 'Fitness for Custody Evaluation' is a particular service that must be specifically requested by a client; we do not provide this service.

## Section VI – Scheduling and Payment

### A. Out-Patient Fees and Billing

It is my desire to provide professional, qualified counseling services at a rate that is reasonable for real people who work for a living. Insurance companies often have high deductibles, require full disclosure of session notes, require formal diagnoses, require pre-approval for mental health services, place strict limits on the length of therapy for which they will pay, and still leave a significant co-pay. We do not work with insurance, choosing instead to provide care at a rate far below the "Usual and Customary Rate."

*The UCR for out-patient individual counseling in Northwest Arkansas has been identified as \$259.69/hr with the insured client responsible out-of-pocket for an average of \$77.91/hr (www.fairhealthconsumer.com).*

I find these rates to be ridiculous and part of the reason professional, qualified counseling services are inaccessible by most working individuals.

The LOTUS Counseling & Consulting, PLC Fee Schedule is simple:

Out-Patient Group Session (50-75min): \$25/session  
Out-Patient Individual/System Session (50min, In-Person or Technology-Assisted): \$50/session

### B. Billing Method

LOTUS Counseling & Consulting, PLC uses a secure online invoice and payment service. By signing below, you agree to receive invoices and receipts at the email address or messaging number you have provided in your client information form. You may choose to pay in person at the time of service (cash, check, credit/debit) or you may choose to receive an invoice in your email that you can pay online (credit/debit). Efforts will be made to abstract the nature of this business and services provided, but individual responsibility for personal email/text privacy remains with the client.

### C. Full Payment Prior to Service (Optional)

If a client desires their health records to be inaccessible to third parties who might otherwise have a legal right to those records, the client must make full payment prior to service and have no outstanding balance. This is a condition set by HIPAA for clients to retain total and sole rights to the health record generated by an individual counseling session. Full payment *after* a session does not take advantage of this condition. The exceptions declared in **Section I – Privacy and Confidentiality** *always* apply.



#### **D. Third Party Billing**

If you identify a third party to assume full or partial financial responsibility for services provided, you remain financially responsible for all fees or balances that the third party does not cover. By default, you will not receive any documentation of third-party billing from the service provider.

#### **E. Non-Payment**

Clients are expected to pay for services prior to service or in a timely manner after service provision. Any client who has received two (2) sessions for which they have not paid will not be eligible to make future appointments until they have no outstanding balance. Persistent delayed or non-payment for sessions will result in termination of the client-therapist relationship. Clients have the right to request appropriate referrals, regardless of any outstanding balances.

#### **F. Collection Policy**

Unpaid invoice balances may be turned over to collection agencies for recovery. By signing below, you release the minimum personal identifying information necessary to appropriately pursue fee recovery and/or prosecute fraudulent payments. You will be contacted by phone, encrypted email, or US Postal Service to invite you to settle or negotiate unpaid balances at least thirty (30) days before they are turned over to a collection agency.

#### **G. Appointment Cancellation**

Please give notification that you will miss an appointment as soon as you are aware of it. Cancellations with less than 24 hours prior notice may be billed for the canceled appointment. Cancellations with no prior notice will be billed for the missed appointment. These charges may be waived with documentary evidence of a genuine emergency (car accident, hospitalization, natural disaster, etc.). Clients who demonstrate a pattern of missing, last-minute rescheduling, or canceling appointments will be promptly terminated as clients. Clients retain the right to request and receive appropriate referrals.

#### **H. Impairment of Client**

Clients suffering discernible impairment due to the use of drugs (prescription or illicit), alcohol, or other substances will not be seen. As soon as impairment is disclosed or discerned, the session will be canceled or ended. Licensed Counselors are legally and ethically prohibited from treating clients who are discernibly or knowingly impaired. Clients whose session is canceled or ended for this reason will be charged for the session, with the charges being applied to a future session in certain cases and at the discretion of the provider. If more than one session is canceled or ended in this way, even non-consecutively, the therapeutic relationship will be immediately terminated and appropriate referrals given.

### **Section VII – Emergencies**

LOTUS Counseling & Consulting, PLC and/or Marc B. Paine, LAC do NOT provide emergency mental health services or evaluations.

***If you are experiencing a mental health emergency, call 911 immediately.***

### **Section VIII – Supervision Information**

As a Licensed Associate Counselor (LAC), the Arkansas Board of Examiners in Counseling requires that I work with a specially-licensed supervising professional (LPC-S). I will consult with this individual regularly. By signing below, you grant me permission to share the minimum information about our work together necessary for the LPC-S to provide supervisory services in accordance with state laws. The LPC-S will protect your privacy and confidentiality in accordance with Arkansas state laws and applicable codes of ethics.

You may contact this individual directly if you have questions or concerns about our work together. Please note that appointments with the LPC-S will be governed by his or her own fee schedules.

My LPC-S at date of signing is:

Rev. Paul Moore, LMFT, LPC-S  
email paul@clientfocused.org  
phone 479.313.4340

### **Section IX – Arkansas Board of Examiners in Counseling Contact Information**

If you have concerns or complaints about the services, please address the concerns or complaints to the service provider and/or the LPC-S listed above. If your concern or complaint cannot be resolved, you may address your concern or complaint directly to the following. Please note that any proceedings which may follow shall be considered “legal proceedings” and the exceptions to privacy and confidentiality described in Section I.A.4 above will become relevant.

Arkansas State Health Department  
5800 West 10th St. Suite 400  
Little Rock, AR 72204  
(501) 661-2201

Health and Human Services  
Office of Civil Rights  
1301 Young St. Suite 1169  
Dallas, TX 75202  
(214) 767-4056

Arkansas Board of Examiners in Counseling  
101 E Capitol Ave #202  
Little Rock, AR 72201  
(501) 683-5800  
ARBOEC@arkansas.gov

**Financial Agreement and Authorization for Treatment:**

I attest that I have read the information provided in the **DISCLOSURE AND INFORMED WRITTEN CONSENT TO TREAT FORM** (Document Identification: ARL0T#IC-202007).

I am aware of and understand:

- My right to ask questions or seek clarification about treatment and my consent to treatment.
- The service provider’s qualifications and licensure.
- The conditions and limits of privacy and confidentiality associated with treatment.
- The privacy practices information provided in accordance with the Health Insurance Portability and Accountability Act (HIPAA).
- What I may reasonably expect during and as a result of treatment, both risks and benefits.
- What the service provider reasonably expects of me.
- My right to withdraw any previously given consent in part or in full, effective immediately.

I agree to comply with the terms and conditions set forth in this agreement and the above document and I agree to receive and participate in counseling services under these conditions.

**Signatures**

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Client Name (printed)	Client Signature	Date
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Client Name (printed)	Client Signature	Date
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Parent / Legal Guardian (required if Client is a minor)	Date
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Witness Name (printed)	Witness Signature	Date
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*A copy of this agreement is to be retained by you for your own reference.*