



## Informed Consent

**Patient Name**

**DOB**

**Age**

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WELCOME TO FAMILYCARE COUNSELING SOLUTIONS, LLC!

Thank you for choosing FamilyCare Counseling Solutions for your behavioral health treatment. In order to help you make an informed decision, we have prepared this agreement for you to read and sign. This agreement summarizes basic policies and procedures and gives you more information about our practice, approach, and the process of psychotherapy and behavioral health treatment.

In order to serve you better, we are providing you with important information regarding your behavioral health treatment. You have the right to be informed about treatment options and have the right to consent to or refuse any proposed treatment. If you have questions or concerns, please discuss these with a FamilyCare Staff member. You will be asked to review and resubmit this informed consent every year of service.

### WHAT IS COUNSELING?

Counseling is a confidential process designed to help you address your concerns, come to a greater understanding of yourself, and learn effective personal and interpersonal coping strategies. It involves a relationship between you and a mental health counselor who has the desire and willingness to help you accomplish your individual goals. Counseling involves sharing sensitive, personal, and private information that may at times be distressing. During the course of counseling, there may be periods of increased anxiety or confusion. The outcome of counseling is often positive; however, the level of satisfaction for any individual is not predictable. Your counselor is available to support you throughout the counseling process.

Counseling is based on an underlying principle of deep respect for each client who comes for help. FamilyCare Counseling Solutions, LLC is committed to this principle and expects clients in turn to behave in a respectful manner with all FamilyCare staff. Verbal abuse may trigger termination of services with a referral. No form of physical violence will be tolerated.

### TREATMENT SERVICES:

We provide on-demand behavioral health services for adults, youth, and families with mental health and/or substance use disorders. Services may include interviews, screening and referral, comprehensive assessment, psychotherapy, group counseling, family counseling, intensive outpatient, aftercare, targeted case management, certified peer support services and/or medication management. Our services are aimed to help identify and reduce symptoms related to trauma, anxiety, depression, social issues, grief, abuse, addiction, anger management, LGBTQ issues, and much more. We offer targeted case management and peer support services for individuals who may need additional help and service coordination to get you to where you need to be. Treatment services predominantly takes place in our clinic/outpatient office setting. You will complete an assessment to identify your specific needs and eligibility for services, be assigned a counselor who will provide the support and guidance to determine treatment options that meets your schedule and needs.

### CONSENT FOR TREATMENT:

I voluntarily consent that I will participate in a behavioral health treatment by staff from FamilyCare Counseling Solutions, LLC. Treatment may be provided by a licensed counselor/social worker, a psychologist, a psychiatric nurse practitioner, a psychiatrist, or an individual supervised by any of the professionals listed.

Consent indicates that you understand and agree that you will participate in the planning of your care, treatment, and services, and that you may stop care, treatment, or services at any time. By signing this consent, I acknowledge that you have both read and understood all the terms and information contained herein.

### RISKS & BENEFITS:

Behavioral health treatment has both benefits and risks. Risks may include

experiencing uncomfortable feelings because the process often requires discussing difficult aspects of one's life. However, treatment has been shown to have benefits. It often leads to a significant reduction in feelings of distress, increased satisfaction in relationships, greater awareness and insight, increased skills and resolutions to specific problems. A small number of clients may not improve because of treatment or may terminate before it is clinically indicated. It is important to keep your clinician advised of any difficulty you may encounter during your treatment.

#### EXPIRATION OF CONSENT:

This consent will expire at the time of discharge from behavioral health services from FamilyCare Counseling Solutions, LLC.

#### WILL MY HEALTH INSURANCE COVER COUNSELING?

Payment is expected at the time of service. We accept payment in the form of cash, check, and credit card. A sliding fee scale is available based on individual need and financial circumstances. Additionally, we are happy to provide you with a simple billing statement that for your records, if you choose, can be submitted to your health insurance company for reimbursement for an out-of-network provider (if applicable). We cannot guarantee reimbursement for services, but we are glad to provide you with the appropriate paperwork so you can seek reimbursement for your counseling investment. If you choose to use medical insurance, it is important for you to be aware of your coverage and limits. You are responsible for any amount not covered by your insurance. Managed health care plans, such as HMOs and PPOs, often require authorization before they provide reimbursement for mental health services. Necessary co-payments are to be paid at the session. You should be aware that your contract with your health insurance company requires that clinicians give information relevant to services provided. Insurance companies will request clinical diagnosis as well as procedure codes and charges. There are times when the insurance company will request additional information and treatment plans. This information may become a part of the insurance company's files and may be entered into their database. The insurance company may keep the information confidential. However, FamilyCare Counseling Solutions, LLC have no control over what is done with your clinical information once it leaves my office. In light of this information, you have the right to pay for services yourself to avoid any of the above concerns. If you choose not to use your insurance, we can discuss alternative financing options as needed.

#### FINANCIAL OBLIGATION POLICY:

The undersigned hereby agree to be financially responsible for this account. I understand that I am financially responsible for any charges not reimbursed by my insurance company including, but not limited to required co-payment and missed appointment fees. I understand that it is my responsibility to find

I understand the following regarding use of insurance, sliding fee scale and/or self-pay and that I have the following options:

1. Bill my insurance (in-network) using an approved diagnostic code at the fees contracted with your insurance company.
2. Bill my insurance (out-of-network) using an approved diagnostic code if my insurance accepts out-of-network provider (in which case I could be responsible for the difference between what my insurance covers and the full amount listed above, regardless of what the allowed amount would be for an in-network provider). It is my responsibility to find out-of-network coverage.
3. Self-Pay (Service Fee Rates will be shared by FamilyCare Counseling Solutions, LLC). If you do not want to use insurance, we offer the best pricing in the area to help you meet your goals. Self Pay psychotherapy services are provided on a private pay, fee-for-service basis. Payment is expected at the time service is rendered unless other arrangements have been made in advance.

Coverage varies. Services may be covered in part or in full by your insurance provider. We ask you to contact your insurance to find out your coverage options. Below are some questions that may be helpful for you to ask:

- Do my insurance benefits include mental health services?
- What is the coverage amount per therapy session?
- Will I be required to pay a copay?
- Is there a limit to the number of sessions per year my plan covers?
- What is my deductible?
- Do I need to get approval from my primary care physician?

#### FINANCIAL RESPONSIBILITY:

You are liable for the full cost of the services not covered by third-party payers. If insurance lapses and is not restored, you are responsible for charges for all services provided during the period of the lapse. The full list of covered services and charges can be requested. You are responsible for paying FamilyCare Counseling Solutions, LLC for all treatment at the time services are rendered unless other arrangements have been agreed upon in advance. If you are not prepared to render payment at the time of service, then a statement will be generated and you will be expected to render payment in a timely manner or services will be reduced or discontinued.

FamilyCare Counseling Solutions, LLC can accept checks, cash, ACH, credit/debit card. If you have authorized payment by credit/debit card, charges will be billed to the card.

In the event a check is returned by the institution on which it is drawn for any reason, a service charge of \$50 will be assessed. A scheduled appointment must be cancelled at least 24 hours in advance. Failure to show up for an appointment ("no show") may result in a \$50 fee. 2 consecutive no-shows may result in the discharge from services.

FamilyCare Counseling Solutions, LLC, will verify insurance eligibility and benefits; however, the agency cannot be held responsible for information received when verifying insurance benefits since it is not a guarantee of payment or eligibility. Please be advised that your insurance policy is a contract between you and your insurance company. We are not a party to that contract. If you ever have questions regarding your coverage and/or benefits, please contact your insurance company.

Ultimately, you are responsible for all costs incurred during treatment with the exception of insurance contracted adjustments. If FamilyCare Counseling Solutions, LLC, has to bill you for any service, you are responsible to pay the billed amount upon receipt of a statement. Failure to pay any outstanding amount upon receipt of a third and final statement may subject your account to be forwarded to a collection agency and reported to the credit bureaus. In addition, all future services may be cancelled. Any additional fees charged by the collection agency will be added to the original amount owed.

In the event your overdue balance is referred to a collections agency or attorney for recovery of fees, you are fully responsible for any and all costs incurred, including, but not limited to, attorney fees. If at any time while services are being received through FamilyCare Counseling Solutions, LLC, the agency learns of possible third-party insurance then said agency may provide third-party payer with information necessary for determining benefits and eligibility. If FamilyCare Counseling Solutions, LLC has not been paid its full cost of services provided to you, all third party proceeds received by you in reimbursement for services provided by FamilyCare Counseling Solutions, LLC shall be deemed the property of FamilyCare Counseling Solutions, LLC and promptly remitted by you to FamilyCare Counseling Solutions, LLC. Until remitted to FamilyCare Counseling Solutions, LLC, said proceeds shall not be commingled with other funds, but shall be deemed held in trust for the benefit of FamilyCare Counseling Solutions, LLC.

Although we do accept assignment of insurance benefits, we require payment of any copayments due at the time of service. If there are any deductible or coinsurance amounts to be met, you will be billed once your insurance has processed and paid its portion of the claim. If the out of pocket costs of your services creates a financial hardship for you, you may be eligible for financial assistance through FamilyCare Counseling Solutions, LLC Sliding Scale Fee Discount Program. Eligibility for the program is determined by the number of people in your household and your total household income. We are here to help you and are willing to work through the process with you. If you have questions, please contact the Main Office at 859-261-0086.

By signing below, I agree to the identified payment option and/or fee schedule and understand payment (cash, check, Visa, MasterCard, or Discover) is due in full at the time services are rendered.

#### CONFIDENTIALITY:

Clients have a right to confidentiality. We cannot and will not tell anyone else what you have shared, without written permission. The following are legal exceptions to your right to confidentiality. FamilyCare Counseling Solutions, LLC would inform you of any time when we think we have to put these into effect.

1. suspected or actual incidents of child maltreatment or domestic violence.
2. threats of harm to self and/or others.
3. A court order, issued by a judge, may require the FamilyCare Counseling Solutions, LLC staff to release information contained in records and/or require a counselor to testify in a court hearing.

We are required by Kentucky law to intervene and report to the public Adult and Children's Protective Services Agency in such cases to ensure safety.

I understand that I have the right to review my medical record. Guardians have the legal right to have access to their child's medical records. However, when a minor is involved in therapy, there is a discussion at the first session with the guardian, child, and therapist that what the minor discloses in individual therapy sessions will be held confidential by the therapist except if the child would indicate that he/she is at risk of harm to self or others, or if someone has or is harming him/her. In those situations, the clinician will notify the legal guardian and recommendations will be provided to ensure safety.

The privacy of all communications between a patient and FamilyCare Counseling Solutions, LLC is protected by law. All interactions regarding behavioral health services, including scheduling of or attendance at appointments, content of your sessions, progress in counseling, and your records are confidential. No record of counseling is contained in any academic, educational, or job placement file. You may request that the counseling staff release specific information about your counseling to persons you designate by filing a written authorization called a release of information. If you have any questions about confidentiality or your record please speak with your counselor or the office manager.

#### CLIENT RIGHTS:

Be informed of the qualifications of your counselor: education, experience, and professional counseling license(s).  
Receive an explanation of services offered, your time commitments, and fee scales and billing policies prior to receipt of services.  
Be informed of the limitations of the counselor practice to special areas of expertise or age group.  
Have all that you say treated confidentially and be informed of any state laws placing limits on confidentiality in the counseling relationship.  
Ask questions about the counseling techniques and strategies and be informed of your progress.  
Participate in setting goals and evaluating progress toward meeting them.  
Be informed of how to contact the counselor in an emergency situation.  
Request referral for a second opinion at any time.  
Request copies of records and reports to be used by other counseling professionals.  
Receive a copy of the code of ethics to which your counselor adheres.  
Contact the appropriate professional organization if you have doubts or complaints relative to the counselor's conduct.  
Terminate the relationship at any time.

#### RESPONSIBILITIES AS A CLIENT:

Set and keep appointments. Let FamilyCare Counseling Solutions, LLC know as soon as possible if you cannot keep an appointment.  
Pay your fees in accordance with the schedule you established with the counselor.  
Help plan your treatment goals.  
Follow through with agreed upon goals.  
Keep your treatment team informed of your progress toward meeting your goals.  
Terminate your counseling relationship before beginning with another service provider.

#### ELECTRONIC COMMUNICATION POLICY:

Clients should be aware that confidentiality of electronic mail (e-mail) transmission cannot be guaranteed. For this reason, we discourage the sharing of compromising personal or clinical information through this medium. Staff may not always have immediate access to nor monitor their email or messaging communications regularly on a daily basis. By signing the informed consent, you are consenting for FamilyCare Counseling Solutions, LLC to communicate with you by mail, email, phone at the address and phone numbers provided by the initial intake appointment, and you will immediately us in an event of any change. You agree to notify the center if you need to opt out of any form of communication.

#### TELEHEALTH CONSENT:

**Definition of Telehealth:** Telehealth involves the use of electronic communications to enable FamilyCare Counseling Solutions, LLC clinicians to connect with individuals using live interactive video and audio communications. Telehealth includes the practice of behavioral 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 telehealth:

1. The laws that protect the confidentiality of my personal information that I have already signed also apply to telehealth. Copy of our Office Policies and Therapeutic Informed Consent can be provided.
2. I understand that I have the right to withhold or withdraw my consent to the use of telehealth 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 telehealth, 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. FCCS utilizes secure, encrypted HIPAA compliant audio/video transmission software to deliver telehealth via zoom.
4. Insight clinicians follow the State of Kentucky Regulations for tele-health as well as their respective board regulations (LPCC/LCSW) and ethics. They have also received training to provide tele-health 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.

#### Payment for Telehealth Services:

FamilyCare Counseling Solutions, LCC will bill insurance for telehealth services when these services have been determined to be covered by an individual's insurance plan. The standard co-pay and/or deductibles would apply. If insurance does not cover telehealth, 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 Telehealth:**

I hereby give my informed consent to participate in the use of telehealth 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.

**FREEDOM OF CHOICE:**

I understand that the choices of providers are my responsibility and right. I further understand that I have the right to contact the providers prior to the selection so that I may determine the best provider and services offered. I understand that my treatment team and I will determine the services needed based on the assessment, level of care determination, and medical necessity. I understand that I may at any time choose another provider for this service by notifying my current provider.

**CANCELLATION POLICY:**

A personal commitment is crucial to the success of any behavioral health service. Please keep all of your scheduled appointments. If you need to cancel, do so as far in advance as possible. If you "No-Show" for an appointment, and give "No-Notice" do not call within 24 hours to reschedule 2 times, your case would be at risk of suspension with our access to services effective immediately. To reinstate services you must schedule a one-on-one meeting with the your treatment team. Clients will still be eligible for crisis and referral services.

Clients will be charged \$50.00 for missed or cancelled appointments unless notification is given 24 hours prior to the time of the appointment. Insurance companies do not cover the cost of missed appointments and you will be billed directly. Medicaid clients are not charged a fee per law. Cancellations within the 24-hour time frame allow for other clients on the waiting list to be contacted and scheduled. Clients who repeatedly miss appointments may be discharged from services.

**APPOINTMENTS:**

Please arrive 10 minutes prior to the appointment. There is a 15 minute grace period for arrival. Anything past the allotted grace period your appointment will be cancelled and marked as a No-Show. During your first visit, you will spend time with a counselor discussing your immediate concerns. This will help both you and your counselor decide how FamilyCare Counseling Solutions, LLC can best help you. These services may consist of individual counseling, group counseling, and/or psycho-educational classes. In some instances, you may be referred to another service provider if we do not feel our expertise is not offered through the FamilyCare Counseling Solutions, LLC. Your counselor may or may not be the same person you saw during your initial appointment. Counseling sessions are scheduled for a maximum of 53 minutes and could be longer depending on your treatment needs. You have the right to request a change to a different counselor if you so desire. During an early visit with your counselor you will decide the goals of your work. Counselors do not prescribe any type of medication, psychotropic or otherwise. The number of sessions needed depends on many factors and will be discussed by your treatment team. The length of treatment range depending on several factors, and the therapist will discuss with you after you complete the comprehensive assessment.

**SOCIAL MEDIA POLICY:**

FamilyCare Counseling Solutions, LLC does not accept friend or contact requests from current or former clients on any social networking site (Face Book, linked in, 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.

**TRAINING/SHADOWING:**

FamilyCare Counseling Solutions, LLC services are provided by master and doctoral state licensed behavioral health counselors. We offer clinical supervision to certified peer support specialists, bachelor level targeted case managers, master level clinicians who are licensed, but require clinical supervision until independently licensed. We offer training opportunities for university and college students at the bachelor, master, and doctoral levels to allow university clients shadow or participate in treatment services. I consent to allow student interns to participate in trainings/internships and understand that I may revoke consent at any time.

**TERMINATION OF SERVICES & ENDING SERVICES WELL:**

FamilyCare Counseling Solutions, LLC wants to make your behavioral health services as successful as possible. For that reason, it works best to find a structure to the beginning stages with sessions that meet regularly. To support your leaving, we request several weeks of notice prior to your actual termination to allow you to have an experience of leaving well, with a sense of completion. If we initiate terminating your case from our services/programs, it will be because we feel that we are not able to be helpful to you any longer, 2 or more missed appointments without appropriate notice, or due to meeting your treatment goals successfully. Ethics and licensure require that we offer quality service and have your needs as paramount in our treatment planning. If we no longer feel that we are the best or right practitioner for you, we will offer referrals to other sources of care, but cannot guarantee that they will accept you for therapy or how they will approach your treatment.

**EMERGENCY INFORMATION:**

Should an emergency arise, you are in crisis during non-business hours DIAL 9-1-1 or visit your local emergency room. If you are experiencing emotional distress and would like to speak to someone during non-business hours contact one of the following crisis lines:

National Suicide Prevention Lifeline - (800) 273-TALK (8255) | Spanish line: (888) 628-9454 | TTY: (800) 799-4TTY (4889)

HELPLine - 24 Hour Crisis/Suicide Intervention - (951) 686-HELP (4357)

Veterans Crisis Line - (800)-273-8255 Press 1

The Trevor Lifeline - (866) 4-U-TREVOR (866-488-7386)

**COMPLAINTS:**

FamilyCare Counseling Solutions, LLC receives and responds to complaints regarding any services provided including the practice of psychotherapy by any counselor providing services. To file a complaint, please contact the office manager at 859-261-0086.

**WHAT TO DO IF YOU ARE DISSATISFIED WITH OUR SERVICES:**

Remember that a Behavioral Health Professional who meets the needs of one person may be wrong for another. If you are dissatisfied with the services of your Counselor, Case manager, and/or Peer Support:

Express concern directly to the direct care worker if possible.

Terminate the counseling relationship if the situation remains unresolved.

Contact the Director of Operations/Owner to discuss issues related to Case Management or;

Contact the appropriate state licensing board if you believe the counselor's conduct to be unethical:

Division of Occupations and Professions

PO Box 1360

Frankfort, KY 40602

**ATTESTATION OF INFORMED CONSENT:**

Information regarding our policies and procedures is provided as part of this informed consent. Please review these documents carefully and check off below. Checking off each item below indicates that you have read, understand, and agree to the information provided in each of the policies and procedures.

Please check the following:

- I consent to the behavioral health treatment including all services and programs recommended and/or referred by or provided by FamilyCare Counseling Solutions, LLC.
- I have read, understand and agree to the Client Rights & Responsibilities.
- I have read, understand and agree to the Notice of Privacy Practices.
- I have read, understand and agree to the Financial Obligation Policy.
- I agree to pay a fee of \$50 plus the amount of the check for any returned checks.
- I have read, understand I understand the limits to confidentiality stated above,
- I consent to telehealth and have read and understand the information provided above regarding telehealth.
- I have read, understand and agree to the Social Media Policy.
- I understand that FamilyCare Counseling Solutions, LLC is not a 24 hour care facility and have the resources to contact in the event of an emergency outside of business hours.
- I have read, understand and agree to the Complaints Procedures.
- I acknowledge I was offered an informational flyer about HIV & AIDS/Safe Sex Practices.
- I acknowledge I was offered a copy of the informed consent for my records and understand if we have any questions as we progress with treatment, we can ask staff at anytime.

Patient Signature:

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature:

Name: \_\_\_\_\_ Date: \_\_\_\_\_