



### Demographics

Clients full name: \_\_\_\_\_ D.O.B: \_\_\_\_\_

Clients home address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Guardians full name: \_\_\_\_\_ Guardians Phone Number: \_\_\_\_\_

Street Address: \_\_\_\_\_

School Name: \_\_\_\_\_ Guidance Counselor: \_\_\_\_\_

Time Zone (Please Circle):    Eastern                      Central                      Mountain                      Pacific

Emergency Contact information:

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

What services can we help you with? (Please Circle):

Therapy                      Medication                      Case Management (Medicaid recipients only)

Please Note:

We do not write prescriptions for controlled substances such as opiates, stimulants, etc.

### Medication

Pharmacy Name (If you require prescriptive services): \_\_\_\_\_

Pharmacy Phone Number: \_\_\_\_\_

Pharmacy Address (Please include city, state, & zip):  
\_\_\_\_\_  
\_\_\_\_\_



### **Method of Payment**

Medicaid      Commercial      Medicaid + Other      Self pay      Medicare

Please List name of insurance: \_\_\_\_\_

ID number: \_\_\_\_\_ Group ID: \_\_\_\_\_

Policy Holder's name: \_\_\_\_\_ Policy Holder's D.O.B: \_\_\_\_\_

Relationship to client: \_\_\_\_\_

### **Case Management**

#### **A free service offered to qualified individuals**

What is Case Management?

Case Management provides resource based assistance to Medicaid clients; let us assist with your food, housing, transportation, legal, employment, educational, and various other needs. Many people are afraid to ask for help and we understand. We specialize in helping people find the support they need to get their lives where they want it to be.

What happens next if I want this free service?

Eligible clients who sign up for this service will be contacted by a case manager. Establishing therapy is a requirement for this service, so we will contact you once you have started there. You will complete a short intake meeting, and then meet at least twice per month. Your case manager can assist with scheduling for therapy or medication, and work via telehealth like your therapist or nurse practitioner. In-home or community based case managers may be an option as well.

Would you like a case manager to contact you to see if you qualify? (Please Circle): Yes or No



### Consent to Release Private Health Information

Clients full name: \_\_\_\_\_ D.O.B. \_\_\_\_\_

Guardians full name: \_\_\_\_\_

I consent for Kentucky Counseling Center, LLC DBA Counseling Now and those representing this group to share my private health information with the following individuals and/or entities. The company is permitted to send and receive information to and from those named below:

Name of the person(s) and/or Organization you want to release records to:

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What is your association with this person or company? \_\_\_\_\_

Please release the following documents (Please circle):

All medical records      Treatment Plan      Psychotherapy Notes

Assessment      Billing information      Emergency Contact Only

Other: \_\_\_\_\_

I understand that I have the right to revoke this authorization, in writing, at any time by sending a notice to Kentucky Counseling Center, LLC DBA Counseling Now. I understand that a revocation is not valid to the extent that Kentucky Counseling Center, LLC DBA Counseling Now has acted in reliance on such authorization. A copy of this release shall have the same force and effect as the original.

NOTICE TO RECEIVING PARTY: You may not re-disclose any of this information unless the person who consented to this disclosure specifically consents to such re-disclosure.

I understand that there is a potential for disclosure of this information by the recipient, and if that occurs, federal law may not protect the information.

Signature of guardian with medical decision making authority:

X: \_\_\_\_\_ Date: \_\_\_\_\_



## **POLICIES & CONSENT FORMS**

Please initial next to the policy and consent form below and sign the bottom of this page to confirm you have read, understand, and consent to the following:

**TELEHEALTH CONSENT**

**INFORMED CONSENT**

**TREATMENT PROCESS AND DOCUMENTATION**

**INSURANCE BILLING**

**NO-SHOW POLICY & MISSED APPOINTMENT FEES**

**CREDIT/DEBIT CARD POLICY TERMS & CONDITIONS**

**CONFIDENTIALITY AND EMERGENCY SITUATIONS**

**MARKETING**

**LIABILITY WAIVER & INFORMED CONSENT FOR SERVICES**

**DISPUTE RESOLUTION CLAUSE FOR KENTUCKY COUNSELING CENTER DBA COUNSELING NOW**

**INDEMNIFICATION CLAUSE FOR KENTUCKY COUNSELING CENTER DBA COUNSELING NOW**

**HIPAA NOTICE OF PRIVACY PRACTICES FOR KENTUCKY COUNSELING CENTER**

I, \_\_\_\_\_ have read and understand all terms and conditions set forth in the policies and forms outlined above and confirm that all items listed on this intake packet are accurate and true to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



#### TELEHEALTH CONSENT

Kentucky Counseling Center, LLC DBA Counseling Now

I agree to participate in a telemedicine evaluation and/or ongoing treatment performed by an independently contracted provider who assumes sole responsibility and liability for treatment. By signing this agreement, I authorize the electronic transmission of my medical information and/or video conference session so that it can be viewed by a doctor and other persons involved in my medical or mental health care. [Note: The likelihood of this transmission being intercepted by persons other than those at the consulting site is extremely small].

I understand that I can withdraw my permission at any time and that I do not have to answer any questions that I consider to be inappropriate or am unwilling to have heard by other persons. I understand that if I do not choose to participate in a telemedicine session, no action will be taken against me that will cause a delay in my care and that I may still pursue face-to-face consultation. I understand that as with any technology, telemedicine does have its limitations. There is no guarantee, therefore, that this telemedicine session will eliminate the need for me to see a specialist in

person. I understand that medical records of telemedicine services will be kept at Kentucky Counseling Center, LLC DBA Counseling Now. I understand that some or all of my medical information may be used for teaching or educational purposes. I agree to have my telemedicine medical records reviewed for the purposes of evaluation (data collection, analysis, and presentation in verbal or written format at scientific meetings). I understand that any presentation will not identify me by name or other identifiable markers.

#### INFORMED CONSENT

By signing this form, you agree to receive mental health services provided by Kentucky Counseling Center, LLC DBA Counseling Now and its independent contractors. We know that starting counseling is a big decision and you may have many questions. We will do our best to answer any questions or concerns. This form explains information about KCC policy, State and Federal Laws, and your rights about counseling. All KCC employees and contractors have met the highest level of education, certification, and licensing requirements set forth by state law related to their license. Counseling practices, philosophy and plan limitations and risks will be discussed with you today.

#### TREATMENT PROCESS AND DOCUMENTATION

It is the mental health professional's responsibility to keep accurate records including Evaluations, Treatment Plans, and Progress Notes. By signing this document, you are consenting to the Treatment Plan that your provider creates and agree to any goals, objectives, and therapy techniques that may be used in your therapy process.

#### INSURANCE BILLING

If you plan to use insurance to pay for services, claims will be sent to the insurance company based on information used at the time of service. Sometimes, insurance information may change or may not be up to date. If for any reason, inaccurate information related to deductibles, co-pays, or number of available sessions, etc. is retrieved at the time of service, KCC will bill the client for any additional costs associated with mental health services rendered. Additional services may not be provided until the client's balance is current. If balances remain unpaid for 60 days, client information will be sent to a collection agency.

#### NO-SHOW POLICY & MISSED APPOINTMENT FEES

Clients will be allowed two (2) no-show appointments per provider for up to two (2) providers. Once the client has no-showed two (2) providers, they will no longer be allowed the opportunity to reschedule with the company for one (1) year.

The company defines a no-show as a client not showing up for their appointment without 48 hours notice. In the event the client does no-show their appointment, they will be subject to a fee. Please see that information below. Appointments will be canceled and \$75.00 fee will be assessed if client "no-call, no-shows" or is 15 minutes late without notice for a therapy appointment or 5 minutes for a psychiatric appointment. If a client cancels an appointment without a notice greater than 48 hours, KCC will charge the client \$75.00. This does not apply to Medicaid-eligible recipients. This is subject to change at any time.



#### CREDIT/DEBIT CARD POLICY TERMS & CONDITIONS

The company requires all clients who are not Medicaid recipients to maintain an active credit/debit card on file at all times. We will ask for this information over the phone at the time of scheduling, and your information will be kept confidential and secure within our electronic medical record system. By signing below, you authorize KCC to store and charge your credit/debit account for all balances due for services rendered, including late/cancellation fees, and patient responsibilities not covered by insurance that you may incur during treatment. KCC will process all credit cards 1 time per month without further notice if there is an outstanding balance on your account. This typically takes place during the second week of each month. This authorization will remain in effect until you cancel this authorization in writing or verbally, and you may do so at any time. If you request to cancel this authorization, you are providing KCC permission to use the card on file at the time of your request to pay all outstanding balances before the card is removed. If your payment is declined at the time your card is processed, your services may be subject to termination. My signature indicates that I have read and accepted these disclosures.

#### CONFIDENTIALITY AND EMERGENCY SITUATIONS:

Confidential information discussed in session is not discussed with anyone without your written permission except for:

1. Diagnosis and dates of service shared with your insurance company to process your claims
2. Information you tell KCC about physical, sexual or elder abuse; then, by Kentucky State Law, I have to report this to the Kentucky Department of Children and Family Services
3. Where you sign a release of information to have specific information shared
4. If you tell KCC you are in danger of harming yourself or others
5. Information shared with therapist's clinical supervisor if applicable
6. When required by law.

If you need to contact us between counseling sessions we're available at [kentuckycounselingcenter.com](http://kentuckycounselingcenter.com) via live chat. Text messages and social networking sites are not confidential and we may not be able to respond. In the event of an emergency please call 911.

#### MARKETING

By submitting this form, you are opting in to the KCC newsletter and we may send you an email from time to time. You can unsubscribe at any time by clicking unsubscribe at the bottom of the email.

#### LIABILITY WAIVER & INFORMED CONSENT FOR SERVICES

I understand and acknowledge that I am voluntarily seeking services from Kentucky Counseling Center, doing business as Counseling Now (hereinafter referred to as "the Company"). I understand that the Company offers the following services:

Counseling sessions provided by licensed counselors employed or contracted by the Company  
Targeted Case Management services provided by certified individuals employed by the Company  
Medication Management services provided by certified individuals employed or contracted by the Company

I understand that all services rendered by Kentucky Counseling Center DBA Counseling Now employees and contractors involve discussing sensitive and personal information and that there may be risks involved in participating in services, including but not limited to:

1. Emotional distress or discomfort that may arise when discussing sensitive or challenging topics
2. Potential for recalling or revisiting past experiences that may be distressing
3. The possibility of discussing thoughts or feelings that may be difficult to process
4. Unforeseen emotional or mental reactions during or after sessions and/or services

I hereby waive any claims or causes of action against the Company, its employees, affiliates, agents, contractors, or any other persons or entities associated with the Company arising out of or relating to my participation in services.

I understand that the Company takes reasonable measures to protect the confidentiality of my personal



and medical information in accordance with applicable laws and regulations. I also acknowledge that confidentiality in services rendered may be subject to limitations as required by law.

I agree to hold harmless and indemnify the Company and its employees and contractors from any and all claims, liabilities, damages, or expenses (including attorney fees) that may arise from my participation in services rendered with Kentucky Counseling Center, DBA Counseling Now.

I acknowledge that I have read and understand this liability waiver and informed consent, and I voluntarily agree to its terms. I also understand that I have the right to seek clarification on any aspect of this waiver before signing.

#### DISPUTE RESOLUTION CLAUSE FOR KENTUCKY COUNSELING CENTER DBA COUNSELING NOW

1. **Informal Resolution:** In the event of any dispute, claim, or controversy arising out of or relating to services provided by Kentucky Counseling Center, doing business as Counseling Now (hereinafter referred to as "the Company"), the parties agree to first attempt to resolve the matter through informal discussions and negotiations. Each party shall designate a representative with decision-making authority to participate in these discussions.
2. **Mediation:** If the dispute cannot be resolved through informal discussions within a reasonable period, the parties agree to submit the dispute to mediation. The mediation shall be conducted by a neutral mediator selected jointly by the parties or through a mediation service provider in accordance with the laws of Kentucky. The parties shall share the costs of mediation equally, unless otherwise agreed.
3. **Arbitration:** If mediation does not result in a resolution within a specified time, any remaining dispute, claim, or controversy shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association (AAA), and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in [City, State], or another mutually agreed-upon location, and shall be presided over by a single arbitrator, unless the parties agree to a panel of arbitrators.
4. **Governing Law:** The arbitration shall be governed by the laws of the State of Kentucky, without regard to its conflict of laws principles.
5. **No Class Actions:** The parties agree that any arbitration or legal proceeding shall be conducted solely on an individual basis and not as a class, representative, or consolidated action. There shall be no right or authority for any dispute to be arbitrated or litigated on a class-action basis.
6. **Equitable Relief:** Notwithstanding anything to the contrary in this dispute resolution clause, either party may seek preliminary or permanent injunctive relief or any other equitable remedy from any court of competent jurisdiction.
7. **Attorney's Fees:** In any arbitration or legal proceeding arising under or relating to this dispute resolution clause or the parties' agreement, the Company shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with such arbitration or legal proceedings. The client is responsible for 100% of their attorney's fees, no matter the outcome of the proceeding.
8. **Waiver of Jury Trial:** Each party knowingly and voluntarily waives any right to a trial by jury in any action or proceeding to enforce or defend any rights under this dispute resolution clause or the parties' agreement.

By signing below, the parties acknowledge their understanding and agreement to the terms of this dispute resolution clause.

#### INDEMNIFICATION CLAUSE FOR KENTUCKY COUNSELING CENTER DBA COUNSELING NOW

1. **Indemnification Obligation:** To the fullest extent permitted by law, the Client agrees to indemnify, defend, and hold harmless Kentucky Counseling Center doing business as Counseling Now (hereinafter referred to as "the Company"), its employees, officers, directors, affiliates, and agents (the "Indemnified Parties") from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of or in connection with the Client's use of the Company's counseling services.



2. Scope of Indemnity: The Client's indemnification obligation under this clause shall apply to any claims or causes of action, including but not limited to those arising from:
  - a. Negligence, willful misconduct, or breach of the Client's obligations under the terms of the counseling services.
  - b. Any misrepresentation, misinformation, or omissions made by the Client regarding their personal or medical information.
  - c. Violation of any applicable laws, regulations, or rights of third parties by the Client.
3. Procedure for Indemnification: In the event that any claim, lawsuit, or demand is brought against any Indemnified Party, the Company shall promptly notify the Client in writing of such claim. The Client shall have the right to assume the defense of any such claim at its expense and with counsel reasonably satisfactory to the Indemnified Parties. The failure of the Client to promptly assume the defense shall not relieve the Client of its indemnification obligations under this clause unless such failure prejudices the Company's ability to defend the claim.
4. Settlement: The Client shall not settle any claim that results in liability or other obligations for any Indemnified Party without the prior written consent of the Company, which shall not be unreasonably withheld. However, the Company shall have the right to settle any claim on its own behalf without the Client's consent.
5. Limitation of Liability: The Company shall not be liable to the Client for any indirect, special, incidental, consequential, or punitive damages arising out of or related to the counseling services, even if the Company has been advised of the possibility of such damages.

#### HIPAA NOTICE OF PRIVACY PRACTICES FOR KENTUCKY COUNSELING CENTER

Last Updated: October 25, 2023

##### 1. Introduction

Welcome to the Kentucky Counseling Center (KCC). Your privacy is our top priority. We are committed to safeguarding your personal data and maintaining client confidentiality in accordance with federal, state laws, and the ethics of the counseling profession.

##### 2. Who We Are

Kentucky Counseling Center offers mental health counseling and related services.

##### Data Controller Information:

Kentucky Counseling Center

Email: [admin@counselingnow.com](mailto:admin@counselingnow.com)

Address: 1169 Eastern Parkway suite 3328, Louisville, KY 40217

##### 3. The Data We Collect About You

We may collect and process:

- Identity Data: Name, date of birth, gender.
- Contact Data: Email, phone number, address.
- Medical Data: Therapeutic history, medications, and related medical data.
- Technical Data: IP address, browser type, and login data.
- Usage Data: How you use our site and services.

##### 4. How We Use Your Personal Data

We use your data to:

- Provide, manage, or coordinate your care and therapeutic services.
- Communicate with you, including sending appointment reminders via text or voicemail.
- Maintain our website and enhance the user experience.
- Comply with legal requirements and ensure patient safety.
- Collect payment and verify insurance coverage.
- Review our treatment procedures and conduct healthcare operations, such as certification, compliance, and licensing activities.

##### 5. Data Security

Your data is protected from unauthorized access, alteration, or loss through secure methods and



technologies. Only authorized personnel have access to your personal and medical data, and they are bound by strict confidentiality agreements.

#### 6. Data Retention

We retain your data for as long as necessary to fulfill our services, legal obligations, resolve disputes, and other essential purposes. Medical data is retained following Kentucky's specific medical record retention regulations.

#### 7. Your Legal Rights

You have various rights concerning your data:

- Access: Obtain a copy of your data.
- Correction: Update or amend your data.
- Erasure: Request deletion of your data.
- Objection: Challenge our use of your data.
- Transfer: Transfer your data to another entity.

#### 8. Third-Party Links

Our website might have links to other sites. We are not accountable for their content or privacy practices. Review the privacy policies of any external sites you visit.

#### 9. Cookies

We use cookies to improve the user experience. You can adjust browser settings to decline cookies, but this may affect website functionality.

#### 10. Disclosures

- Treatment: Information about you may be used or disclosed for treatment purposes, including consultations and potential referrals.
- Payment: Information may be used and disclosed to verify insurance coverage, process claims, and for billing and collection.
- Healthcare Operations: Used to review our treatment and business activities, inform you about treatment alternatives, and for compliance purposes.
- Others: In certain situations, we may share your information, such as with disaster relief agencies or when required by law, for public health and safety issues, or with health oversight agencies.
- Your Consent: Certain disclosures require your written authorization. You can revoke this authorization at any time.

#### 11. Client Rights & Communications

You have a right to:

- Request alternative communication methods or locations.
- Release your medical records with your written consent.
- Inspect, copy, or amend your medical and billing records.
- Request an accounting of certain disclosures.
- Request restrictions on specific uses and disclosures.
- Receive breach notifications.

#### 12. Questions, Complaints, and Contacts

For inquiries about this policy, privacy practices, or to exercise any of your rights, please contact:

Kentucky Counseling Center, LLC

Attn: Privacy Officer

3044 Bardstown Rd #148

Louisville, KY 40205

Phone: 855-591-0092

#### 13. Revisions to This Notice

This policy may be updated periodically. Any changes will be posted on our website at [kentuckycounselingcenter.com](http://kentuckycounselingcenter.com) and will be available upon request at our offices.

Originally Published August 2014; Revised, Effective February 11, 2019.