

# INFORMED CONSENT

Welcome to the practice. This document contains important information about the professional services and business policies. Please read it carefully and jot down any questions you have so we can discuss them. Once you sign this, it will constitute a binding agreement between us as well as your consent for us to begin therapy/treatment.

## COUNSELING SERVICES

Dr. Charles Pemberton, Ed.D., is a Licensed Professional Clinical Counselor, (LPCC), licensed by the state of Kentucky. Currently all other employees are either licensed, an associate, or operating as a student. Dr. Pemberton currently supervises and oversees all active cases.

We offer a variety of services including counseling/therapy for individuals and couples, children and adolescents and consultation. The type of therapy that we generally prefer is called Cognitive Behavioral. This approach to change emphasizes both how we think and what we do. As we learn new and different ways to look at current situations we eliminate undesirable, unhealthy feelings and behaviors.

As counselors, we do not provide any medication or perform any medical treatments. If medication seems indicated, we maintain close working relationships with a number of physicians and psychiatrists, and will refer you to these practitioners.

When we work with people, one of the goals is to help them identify the underlying thoughts that are associated with undesirable feelings, actions, and behaviors. Unfortunately, there are no guarantees, and there are potential risks. Risks may include experiencing uncomfortable levels of feelings like sadness, anxiety, anger, frustration, etc., and people may recall unpleasant aspects of their personal history. People also sometimes report feeling worse before feeling better

At any time during our work together, you have the right to decide to end treatment, and there is no moral, legal, or financial obligation other than to pay for the services already rendered. If you are thinking about ending therapy, we encourage you to discuss this with us, and if you wish, we will be glad to provide you with the names of other mental health providers.

## MEETINGS

First appointments generally last about an hour, and subsequent sessions are 50 minutes, although extended appointments are available. Unless 24 hours notice is given, you will be expected to pay for the appointment unless we both agree that you were unable to attend due to circumstances beyond your control and insurance companies/managed care organizations rarely if ever pay for missed appointments. In the event of extremely bad weather such as ice and snow, it is advisable to call just to make sure the office is open.

## OFFICE HOURS

Office hours vary according to clients' needs and scheduled meetings. Meetings are scheduled Monday through Friday, 8:00 a.m. until 7:00 p.m. In the event that an appointment is scheduled outside of these times, we reserve the right to apply an after-hour charge.

## TELEPHONE CALLS

We strive to return telephone calls between sessions (which is one reason sessions are 50 minutes). We are not interrupted during sessions for incoming calls. Generally, we do not believe that the telephone is the best manner to deal with therapy issues, and telephone calls that exceed five minutes may be charged at the normal therapy fees. In the event of a life threatening emergency, the office or answering service can always reach us or the person who is covering in the event that your therapist is out of town.

## PROFESSIONAL FEES

	Licensed Counselor	Licensed Associate Counselor
First appointment	\$100.00	\$80.00
25 minutes	\$45.00	\$25.00
50 minutes	\$80.00	\$40.00
80 minutes – for families/couples	\$120.00	\$70.00

If inpatient treatment is provided fees are billed at the hourly rate, as well as any extended sessions or consultations. Reports for insurance including treatment plans will be billed at the hourly rate.

All fees are subject to change, and in the event of fee changes, you will be notified at least 30 days prior to such changes. There is a \$25.00 service charge on all returned checks.

## INSURANCE

Pemberton Counseling does not file insurance claim forms at this time.

## LEGAL MATTERS

Should we become involved in any legal matter such as giving testimony, depositions, etc., the fee is \$200.00 per hour for preparation, review of materials, travel time, court time, and any other time involved. A retainer fee based on the estimated time involved will be paid in advance of any work. A minimum charge of \$400.00 for the above work will be assessed.

## BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless previously agreed. Payment schedules for other professional services will be agreed to at the time these services are requested.

If your account is more than 60 days in arrears and suitable arrangements for payment have not been agreed to, I reserve the right to forward your account to GLA Collections. If legal action is necessary, the costs of bringing that proceeding will be included in the claim, and the client or responsible party will be responsible for all costs of collection, litigation, and attorney's fees. In such cases, the only information that is released about a client's treatment would be the client's name, the nature of the services provided (e.g., individual therapy), dates of services, and the amount due.

## CONFIDENTIALITY

Within the limitations discussed below, the information you reveal during our professional relationship will be kept confidential and will not be released to anyone without your written consent. However, certain conditions do require that confidentiality and privileged communication be breached including: (1) if you present a danger to yourself; (2) if you present an imminent danger to another person which can include a communicable disease that can be life-threatening to others; (3) if there is reason to believe that child abuse or neglect is present a report must be filed with a state child protection agency; (4) if a legitimate court order is issued; (5) if the treatment is ordered or under the supervision of the court; and (6) an insurance company or managed care company requires you to consent to release of records and/or information to them as a condition for reimbursement. When such is released, we cannot control how the information is treated, nor will Pemberton Counseling or its representatives be responsible for any injury or claim for damages arising from the release of records or information as required by the insurance company or managed care organization.

Information revealed in marital therapy is protected by privileged communication in Kentucky and requires permission of both to waive. When working with couples, we adopt a "no secrets" rule. That is, should we speak individually with either party (e.g., via telephone), we reserve the right to disclose any information to the other party if we believe such information is relevant to the therapy process.

## SPECIAL NOTES

When a family is confronted by parental separation or divorce, it is very hard on everyone. It is important then when working as a couple, each person feels safe to speak openly and honestly, without fears that material revealed in therapy will be revealed in court and used in a negative fashion. In order to provide a safe environment for couples work, it is important that you agree not to call us as witness or to attempt to subpoena records in the event you choose to pursue divorce. While a judge may overrule this agreement and issue a court order for information, your signature(s) below reflect your agreement not to call us as a witness nor attempt to subpoena records.

If parents/guardians request or require that they are informed of the issues discussed in individual sessions, we require that the discussion occur in the presence of the child or adolescent.

In order to provide clinical coverage for me when your therapist is out of town, it may be necessary for that therapist to release general information to the licensed counselors, associates and psychiatrists who are covering.

## AGREEMENT

I have read this information fully and completely, I have discussed any questions I had about the information, and I understand the information. I understand that there are no guarantees stated or implied, and I accept the risks inherent in the course of therapy. I have familiarized myself with the fees and charges for services provided by Pemberton Counseling Services, PSC, and I understand and agree that the counseling services rendered will be charged to me and not to any third-party payer. I acknowledge responsibility for payment of services, and I understand I am responsible for all costs of collection and litigation together with attorney's fees if the charges for services must be collected by an action of law. No one can predict the course of human relationships, and as we learn more about each other, it may be necessary to amend prior agreements.

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

### Complete the following for clients under 18 years of age:

I, \_\_\_\_\_, give permission for a therapist from Pemberton Counseling Services, PCS  
(name of parent/guardian)

to conduct counseling with my \_\_\_\_\_, \_\_\_\_\_.  
(relationship) (name of minor)

Parent/Guardian's signature \_\_\_\_\_ Date \_\_\_\_\_

Minor's signature \_\_\_\_\_ Date \_\_\_\_\_