

Creative Solutions Counseling
9800 Hillwood Parkway, Suite 140
Fort Worth, TX 76177

INFORMED CONSENT

Welcome to Creative Solutions Counseling. This agreement contains important information about our professional services and policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and client rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. When you sign this document, it will also represent an agreement between us. You may revoke this agreement in writing at any time. That revocation will be binding on Creative Solutions Counseling unless we have taken action in reliance on this agreement or if you have not satisfied any financial obligations you have incurred.

COUNSELING SERVICES

Your first appointment will involve an assessment of needs. By the end of the assessment, your counselor will be able to offer you some first impressions of what your treatment goals may be. If you have questions about the procedures used or conclusions made by your counselor at Creative Solutions Counseling, please discuss them whenever they arise. Your counselor will usually schedule one meeting per week at a time you each agree on. I understand that I am expected to attend all scheduled sessions. Once an appointment is scheduled, you will be expected to attend unless you provide advance notice of cancellation. If you need to cancel an appointment, it is your responsibility to contact us to cancel. I understand that non-adherence may result in termination or suspension of services. Your therapist reserves the right to transfer/terminate services at any time, for any reason they consider therapeutically appropriate. You will receive a letter of termination of counseling services after 90 consecutive days of not receiving services. However, if you decide to return to counseling your file will be reopened and an appointment will be scheduled.

CANCELLATIONS

- Cancellations must be made within 24 hours of your scheduled session time when using our main number.
- Cancellations with less than a 24 hour notice will result in a fee equal to the total amount of the missed session that will be collected at your next appointment, or, if payment information is on file, it will be debited from your credit card.

LIMITS OF CONFIDENTIALITY

The law protects the privacy of all communications between a client and a counselor. In most situations, Creative Solutions Counseling can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA (included with this intake packet). There are other situations that require only that you provide written, advance consent which is provided by signing this document. Your signature on this Agreement provides consent for the following activities:

- In providing, coordinating, or managing your treatment and other services related to your counseling care, Creative Solutions Counseling sometimes interacts with other professionals concerning your well-being. An example of this would be when we consult with another health care provider, such as a physician. We will acquire a release of information to keep on file if such coordination is necessary.
- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, Creative Solutions Counseling cannot provide any information without a) your (or your legal representative's) written authorization, or b) a court order/subpoena. If you are involved in

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or contemplating litigation, you should consult with your attorney to determine whether the court would be likely to order Creative Solutions Counseling to disclose information.

- If a client files a complaint or lawsuit against Creative Solutions Counseling, we may disclose relevant information regarding that client in order to defend ourselves.
- If we have reasonable cause to suspect that a child has been or may be subjected to abuse or neglect or observe a child being subjected to conditions or circumstances that would reasonably result in abuse or neglect, the law requires that Creative Solutions Counseling file a report with the Texas Department of Child Protective Services. Once such a report is filed, we may be required to provide additional information.
- If we have reasonable cause to suspect that an elderly or disabled adult presents a likelihood of suffering serious physical harm and is in need of protective services, the law requires that Creative Solutions Counseling file a report with the Texas Department of Elder Protective Services. Once such a report is filed, we may be required to provide additional information.
- If we believe that it is necessary to disclose information to protect against a risk of serious harm being inflicted by you upon yourself, another person, or to the community, Creative Solutions Counseling may be required to take protective action. Depending on the situation, these actions may include initiating hospitalization and/or contacting the police. If such a situation arises, your counselor will make every effort to fully discuss it with you before taking any action and we will limit our disclosure to what is necessary. If you disclose past sexual abuse by a mental health provider we are obligated to report this to the proper authorities and licensing entities. While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

Therapeutic Relationship

The relationship between therapist and client is the vehicle through which client change can take place. As such, it is often one in which close emotional bonds develop. It is also a professional relationship, in which appropriate boundaries must be maintained. For the most part, the therapeutic relationship begins and ends at the therapy office. Although it is sometimes difficult to understand, it is a necessary requirement for maintenance of the therapeutic environment. As such, your therapist cannot be expected to be involved in a social relationship or friendship of any kind that exists outside of the therapy room (i.e. Facebook, Twitter, LinkedIn, etc.).

MINORS & PARENTS

Clients under 18 years of age and their parents should be aware that the law may allow parents to examine their child's treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes our policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, your counselor would provide them (if requested) only with general information about the progress of your treatment, and your attendance at scheduled sessions. If requested, your counselor could also provide parents with a summary of your treatment when it is complete. Any other communication to your parents will require your Authorization, unless we feel that you are in danger or are a danger to someone else, in which case, we will notify the parents of our concern. Before giving parents any information, your counselor will discuss the matter with you, if possible, and do her/his best to handle any objections you may have.

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YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT THE HIPAA PRIVACY NOTICE DESCRIBED ABOVE WAS MADE AVAILABLE TO YOU.

Name

Date

Name

Date

Name

Date

Signature of parent or guardian for clients less than 18 years old