

Creative Wellness, P.C.
STRONGGirls Counselor/Client Agreement

Welcome to Creative Wellness. We are glad you are here. This Agreement includes information about our services and business policies. It also tells you about the Health Insurance Portability and Accountability Act (HIPAA). This federal law protects the privacy of everything shared between a client and a counselor, called your Protected Health Information (PHI). We are required by law to give you the attached Notice about our privacy practices. It is very important that you read these forms with care. We can talk about any questions you have about these forms during your session. You may cancel this Agreement at any time by writing a letter or an email. We will agree to your decision unless we have relied on the Agreement or we must meet the requirements of your health insurer to verify claims under your policy.

Privacy and Confidentiality: Under the code of ethics for Licensed Professional Counselors, Licensed Clinical Social Workers and Psychologists, personal information and information shared in a counseling session are strictly confidential. These details will not be shared unless you agree in writing, except in these situations:

1. *Serious threat to health or safety.* If we believe you pose a serious threat to yourself or to others we must intervene. We may call your emergency contact person, a friend or relative, or call the police to take you to a hospital for psychiatric evaluation or observation.
2. *Suspected child abuse.* We are required by the laws in the State of Alabama to file a report with the Department of Human Resources if we suspect child abuse or neglect. Child abuse and neglect may include physical, emotional or sexual abuse of children and the abandonment of children.
3. *Suspected adult abuse.* The law requires us to file a report if we suspect that an elderly or disabled adult has been abused, neglected, exploited, or sexually or emotionally abused. We will report to the Department of Human Resources or other government department.
4. *Court or other legal proceeding.* If a request is made for information about your diagnosis and treatment, we will not share information without your (or your legal representative's) written consent, a subpoena or court order.
5. *Professional consultation.* We may consult with another staff member about your case to give you the best possible service. We make every effort not to reveal your identity. All of our staff are bound by the same rules of confidentiality and have been trained about protecting your privacy.
6. *General office administration.* At times, we need to share information with office staff about appointments, billing and service issues.
7. *Children under 14 years old.* The law may allow parents to see the treatment records of children under 14 years old who are not emancipated, unless we decide this is likely to be harmful to the child. However, because privacy is important for a child's progress, we may ask parents to agree to give up this access. If they agree, we will share general information about the child's treatment and a summary of treatment when it ends. The child must then agree before any other information is shared. Before giving the parents any information, we will talk with the child and handle any concerns she has. If we feel that the child is in danger or is a danger to someone else we will tell the parents.

8. *Payment for services.* To receive payment from DHR or other agencies, we may be asked to share details about your treatment. We make reasonable effort to limit the information to only what is necessary.
9. *Health oversight activities.* We must share your health information with agencies that audit, investigate and inspect health programs when asked to do so.
10. *Worker's compensation claims.* We may disclose information relating to a worker's compensation claim to the extent needed to comply with the law.
11. *Research purposes.* We reserve the right to use the information you reveal to us to conduct research. We will keep your identity anonymous.

Counseling Appointments: It is important that you arrive on time for each appointment and complete all your sessions. ALL SCHEDULED SESSIONS ARE PART OF YOUR OVERALL TREATMENT PLAN AS REQUIRED BY THE COURT OR AGENCY MANAGING YOUR CASE. If you need to cancel or reschedule an appointment, please call 24 hours before your appointment time. If you do not cancel at least 24 hours in advance or do not show up for your appointment you will be billed \$15.

Contacting Us After Hours: Our regular office hours are 8:30 to 5:00, Monday through Friday. We have voice mail after hours. If you leave a message we will return your call as soon as possible. However, if you have an urgent need for assistance and can not reach your counselor, you should contact the Crisis Center at 323-7777, contact your primary care doctor or go to the nearest emergency room.

Procedures Regarding Legal Proceedings: Any lawyer requesting confidential client information will be billed for the information and the time required to collect it. We will also bill the lawyer for all court costs incurred, including time to prepare, actual court appearance and travel time. The fee for these services will be \$75.00 per hour. There is a minimum fee for three hours for any court appearance and travel time. If the lawyer fails to pay for these services, the balance due will be the responsibility of the person signing this agreement.

Patient Rights: HIPAA gives you certain rights with regard to your Clinical Record and disclosure of PHI. These rights include: asking for confidential communication; reviewing and copying information; asking that we change your record; asking that we limit the information that we share with others; asking for a list of disclosures of PHI that we have made; to file a complaint; and the right to a copy of this Agreement, the attached Notice, and our privacy policies and procedures.

If you have any questions about this Agreement or the Notice, please ask your counselor. By signing below you state that you have read this Agreement, agree to its terms and have received the HIPAA Notice referred to above.

Client/Parent Signature

Date

Counselor Signature

Date