

**Creative Family Counseling, LLC**  
**4330 South Lee St, Suite 600-A**  
**Buford, GA 30518**  
**Phone 770-648-2500**  
**Fax 470-466-0500**

## **Informed Consent and Counseling Agreement**

**Please read thoroughly, make a note of any questions you may have. Please call us directly to discuss any and all questions you have prior to providing your signature to this agreement.**

### **About Creative Family Counseling, LLC**

Creative Family Counseling, LLC is a Limited Liability Corporation located in Buford, GA providing professional counseling and play therapy services for children, adolescents, adults and families. All of our therapists are either Licensed Professional Clinicians in the state of Georgia, or they are Interns, Masters Level Clinicians, or Associate Professional Counselors under clinical supervision and direction. In addition, all our therapists participate in peer consultation as well as ongoing continuing education. Rebecca Muyres, LPC, RPT-S, CPCS is the Owner and Clinical Director. If you have any questions or concerns, feel free to contact her at (770) 648-2500.

### **Nature and Effects of Counseling**

Children, adults and families benefit from therapy. People find hope and healing in the midst of hardships, grief, loss and trauma. Through talk or play, difficult feelings and problems can be resolved. Anxiety can be alleviated and depression lifted. Children can learn to express and manage their feelings more effectively, while decreasing behavioral problems and angry outbursts. But keep in mind; true change in thoughts, feelings, and behaviors can be a difficult process. You or your child/family member may experience uncomfortable feelings of anger, sadness, or guilt as a part of the healing process. Symptoms can worsen before improving, especially with children. Unpleasant memories may be recalled. You may also experience frustration as other people in your life react to changes in you. Overall, the changes you make outweigh the negative. When client and therapist are both committed to the process of counseling, understanding therapy is not a quick fix, positive long-term benefits can be achieved.

### **Confidentiality**

All information you share with us, whether in sessions, email, or over the phone, become part of your clinical record. In general, communications between client and therapist are confidential. Such information will not be released to anyone, including other agencies, without your written consent. There are a few EXCEPTIONS to a client's confidentiality: 1) We believe that your life or someone else's is in danger. 2) We suspect abuse or neglect of a child, elderly or disabled person. 3) We have your signed written consent to release information to a family member or other professional. 4) You are or will be involved in court proceedings and the clinical record is subpoenaed and ordered by a judge. 5) A guardian ad litem (GAL) is appointed in a custody case involving child clients and she/he is ordered by the court to have access to mental health practitioners and records. 6) In professional case consultation or supervision with other therapists and/or business associates. Professional peers, business associates, fellow therapists and any supervisor are bound by confidentiality as well. 7) Per the Patriot Act of 2001, under certain circumstances, we are required to provide federal law agents with records, papers and documents and prohibited from disclosing to my client that the FBI sought or obtained the items under the Act. 8) Telehealth including electronic forms of communications – cell phone,

texting, email, voicemail that are considered non-secure (see telehealth section). 9) If you choose to use your health insurance to cover part or all of the cost of treatment, you are consenting for us to reveal: a) the fact that you are a client and b) the primary diagnosis for which you are receiving treatment.

### **Telehealth and Your Confidentiality**

In this age of electronic communication, we are required to be very clear with our clients as to the nature of the risks and benefits of “telehealth.” Any time you and we communicate in a way that cannot be guaranteed as secure in maintaining your confidentiality, there is a risk involved. There are limits to your confidentiality when participating in any form of “telehealth,” such as videoconferencing, the Internet, store-and-forward imaging, streaming media, land and wireless communications. For telehealth sessions, we will only use HIPAA compliant and secure chat and video sessions available via VSee, GoogleMeet, Doxy.me, or another form of secure telemental health session.

### **Email**

We use HIPAA compliant email as a means of transmitting/receiving your Private Health Information. You may email us, but please understand that by doing so you are accepting the risk and limit of your confidentiality via email. Communications are saved under the clinical record and will be discussed at our next scheduled appointment. Please keep emails brief. **There is a charge for time spent reading emails that go beyond brief exchanges about scheduling and payment issues. Please see “Other Related Fees.”**

### **Texting**

Texting may be used for brief notification regarding scheduling or notification of running late for an appointment. Our phones are protected with passwords but texts may show up when the screen is locked, which may be a breach of your confidentiality. If you choose to use texting to communicate sensitive information you do so with full knowledge and acceptance that this is a risk and limit of your confidentiality. **Please refrain from communicating personal and/or confidential discussions about clients via text messaging.**

### **Phone/Video**

Cell phone communications cannot be guaranteed as a confidential form of communication. We utilize cell and Virtual business phone extensions as most of our clients do as well. We make every effort to ensure our phone conversations are held confidential within our ability to do so. **When we have a conversation via cell phone you are acknowledging and accepting the risk and limits of your confidentiality.** If you don’t wish to take this risk, we advise you only use phone communication to schedule an appointment in person to discuss sensitive information as part of your Private Health Information.

### **Voicemail**

Per the above policy with regard to cell phone use, please be informed that our voicemail system cannot be guaranteed confidential although we take every measure to protect your confidentiality. When you leave a message, please leave your full name, brief reason for your call and return phone number (even if we have it on file). We check our voicemail frequently unless we are on vacation. Although we cannot answer phone calls while in session with clients, we will make an attempt to return calls within the same business day if possible. This may be late in the evening. When not possible, we will return all calls within 3 business days.

### **Supervision and Peer Consultation**

As professionals, at times we need to consult with a professional supervisor and/or a professional peer on the services in order to ensure you are receiving the best services possible. This may include details of your case

and in this age of electronic technology it may mean that this information is shared via cell phone conversations. All professional peers and supervisors are bound by the same legal and ethical rules of confidentiality. We do not disclose your name or identifying information unless it is a case of imminent emergency and/or involves DFCS. **All Interns, Masters Level Counselors and Associate Professional Counselors are required to submit periodic or weekly (depending on the school program) video recorded sessions. Clients will be given the chance to consent in writing to such recordings.**

### **Public Interaction/Social Media**

In order to protect the confidentiality of our therapeutic relationship and in line with our professional ethics it is our policy not to approach you or initiate contact with you in the case we cross paths in a public setting. **We also do not accept clients as friends on any social media platform.** Our goal is to maintain our relationship as professional and confidential and meet your needs as a client. If you have any questions about this matter, please feel free to ask us.

### **Scheduling and Cancellations**

**We require at least 48 business hours texted or emailed notice of cancellation of any appointment. If a client does not cancel at least 48 business hours in advance, there will be a late cancellation/no show fee of \$60.** If a client chooses to arrive late, only the remainder of the scheduled session time will be utilized. **If a client is more than 20 minutes late, the appointment will be rescheduled and the client will be charged a missed appointment fee.** During your time in counseling, we will meet for the pre-allotted session time. The additional time is used for receiving payment, scheduling the next appointment and charting of your session.

### **Confidentiality with Child Clients**

In **working with children**, though legally the parent(s) or legal guardian(s) of child clients are the client and confidentiality lies with the client, in order to establish and preserve the essential relationship and setting for a child's therapy, we honor what the child does or says in our sessions as confidential while providing parents and/or legal guardians **summaries of treatment goals, plan and progress as well as recommendations.** We also will report any information associated with imminent danger of the child, therefore allowing the parents to protect their child.

### **Confidentiality with Family Sessions**

When **working with families**, the family as an entity is our client and we are not providing individual therapy for either half of the couple or for any one member of the family although sessions with individuals in the family may be a part of the family therapy. We ***will not be a "secret keeper" nor will we facilitate secret keeping.*** If anything significant is revealed in an individual session that we feel the other party needs to be told, we will require it be brought up in the next session together so we can work through it or we may have to terminate the therapeutic relationship and refer you to another therapist. **For Couples Sessions, we have a separate agreement you will be asked to sign.**

### **How to Explain Therapy to a Child**

**Before their first session** you can tell your child you have met their therapist and they can talk to them about anything. They will be doing some talking and playing and their therapist will be helping them with whatever is bothering them. Please bring your child to therapy as scheduled and on time – children feel more secure and do better in therapy when they have consistent appointments. Please refrain from telling your child to “be good” or “listen to the therapist” whatever he/she's asked to do. Do not talk to your child about how much the session costs or that it is expensive. Please do not talk about concerns regarding your child to us in front of your child. This usually makes children feel uncomfortable. If you would like to discuss a concern, please call

prior to the session or schedule a separate parenting session.

**After each session**, please refrain from asking details about their session or “did you have fun.” Their time is their own, and having the expectation to share it after may change the work they do in the therapy room. If a child wishes to share a picture with you or show you their progress, try not to say any judgmental comments such as “It’s beautiful,” “You did such a good job” or “How come the person has no hands?” That creates the expectation to create something for you every session, or that session is designed to please you. You may point out concrete details: “I see lots of colors in that picture,” or “You seem excited/proud/sad”. Identifying concrete details says to your child: “I hear you,” “I see you what you did,” and “I care.”

**Other reminders:** Please do not give consequences or punishments if your child refuses to come to sessions. Try not to bribe your child to go to sessions; “If you go to therapy, I will reward you with ice cream afterwards.” Please call us the day prior to the session if there are significant updates so we can be informed and plan the session accordingly. Please ensure your child has a healthy snack prior to the session and has gone to the bathroom.

### **Divorce and/or Custody Cases**

***\*\*We are not custody evaluators and cannot make any recommendations on custody. We can refer you to a list of licensed psychologists who provide custody evaluations if needed.\*\****

Due to the sensitive nature of divorce and all potential issues that may arise in such cases, we have very specific policies to which you **MUST** agree before we enter a counseling relationship:

1. We require a copy of the current, standing court order demonstrating custodial rights of each parent and/or the parenting agreement that is signed by both parents and the judge at the first intake session **BEFORE we are able to meet your child**. We will need to have contact with the parent who has legal custody and decision making for medical issues before we see the child for counseling and will need to obtain written consent for the child to participate in counseling from the legal custodian(s) and prefer to have contact with both parents prior to seeing the child.

2. We will be available to provide an interview with a guardian ad litem (GAL) assigned to investigate the best interest of the child we are counseling upon production of a court order demonstrating the GAL’s right to examine your clinical record or speak with me. Otherwise, the adult client or parents of the child client will need to sign a release for us to speak with the GAL. **The client will be charged according to our Court Fee Rates (\$200/hr) for Creative Family Counseling to have such a meeting with a GAL.**

3. We will provide an identical summary of a child’s therapy progress, treatment plan information and parent recommendations to both parents who share in the legal custody of the child we are seeing for counseling and will offer and encourage opportunities for both parents to participate in parent consultations along the way.

4. Family sessions will likely be recommended and depending on the case, we may need to see the child with each parent separately along with siblings and/or other significant family members who live in the homes where the child lives. However, in order to speak with stepparents or other adult family members (grandparents), we will need a Release of Information signed by both legal custodian parents.

5. It is not our responsibility to communicate appointment times to both parents or to keep track of which credit card on file needs to be charged, therefore we will only keep **ONE CARD** on file at a time. It is

important that parents can successfully co-parent, and the responsibility lies with the parents to do so when scheduling and to arrange payment for their child's counseling appointments.

6. **We ask all our clients to waive their right to subpoena us to court.** This policy is set in order that we can preserve the efficacy and integrity of our therapeutic progress and relationship with you and/or your child(ren). It is our experience that our appearance in court often damages our therapist-client relationship and it is our ethical duty to make every reasonable effort to promote the welfare, autonomy and best interests of our clients. By signing this agreement, you are waiving the right to have us subpoenaed and agreeing in fact not to have our records or us subpoenaed. We will be happy to provide a referral to another therapist who will be willing to appear in court if needed as an alternative if you would prefer.

7. In the case we are subpoenaed to appear in court even with this waiver – whether we testify or not – we charge our full standard fee for Court Related work of \$200/hour of our professional time. Any of our time dedicated to any court-mandated appearance including preparing documentation, discussions with lawyers and/or the guardian ad litem in connection with the court appearance and any time spent waiting at the courthouse in addition to time on the stand as well as any travel time will be billed at **\$200 per hour. If we are requested for a half-day appearance, we require a 5-hour retainer of \$1,000. For a full-day appearance, we require a 10-hour retainer of \$2,000. All retainers must be paid in advance.** As a general policy, we cannot be available “on-call,” as being called to come to court at the last minute in that fashion is too disruptive to our practice, and not fair to our clients that otherwise would be scheduled that day, taking off time from work and/or taking their children out of school to come to our office.

### **Emergency Procedures**

**Creative Family Counseling, LLC does not provide emergency services.** If you have a medical or mental health emergency, you will need to go to the local hospital emergency room where emergency mental health personnel are available 24 hours a day. Call 911 for immediate assistance.

### **Local Hospitals**

Northeast Georgia Medical Center (Braselton) 770-848-8000, (Gainesville) 770-219-9000, (Barrow) 770-867-3400, Northside Hospital Gwinnett - (Lawrenceville) 678-312-1000, (Duluth) 678-312-6800

### **Other Emergency Mental Health Resources**

GA Crisis and Access Line - 1-800-715-425, Laurelwood 770-219-2888, Ridgeview 770-242-4567, Peachford Hospital 770-454-5589

### **Insurance**

There are many variations for individual insurance plans including deductibles, co-pay amounts, and co-insurance amounts. As a courtesy Creative Family Counseling will contact your insurance company to learn what amount you are responsible for per session and will process insurance claims on your behalf. **Ultimately, the client is responsible for payment if for some reason the claim is denied even if the client is no longer receiving services at Creative Family Counseling.** For Caresource Medicaid clients, Creative Family Counseling will verify whether your insurance is active **prior to the first session only.** It is the client's responsibility to maintain active insurance or notify the therapist of any changes. **If your CMO insurance goes inactive, the client will be responsible for the full fee of rendered services.** If your insurance is out of our network, we may be able to provide you with a Superbill to file with your insurance company upon request. You are responsible for keeping track of your session statements and filing with your insurance.

## Payment

Payment is due at the beginning of each session and can be made via check, Visa, MasterCard, Discover or Health Savings Cards. We do not accept American Express or cash. ***Please make all checks payable to Creative Family Counseling.*** There is a fee of \$35 for any check returned due to insufficient funds

**Counseling Session Fees for SELF-PAY Clients** (These are **NOT** the rates we bill insurance)

Intake Session (55 min) Licensed Clinician - \$150, Masters Level Clinician \$125

Individual/Play Session (50 min) Licensed Clinician - \$125, Masters Level Clinician \$100

Family Therapy Session (50 min) Licensed Clinician - \$125, Masters Level Clinician \$100

Couples Therapy Session (50 min) Licensed Clinician - \$150, Masters Level Clinician \$125

Parent Consultation Session (25 min) Licensed Clinicians and Masters Level Clinician \$75

## Intern Clinician Sessions - \$50

**\*\*We do NOT accept insurance for Couples Therapy Sessions.**

## Other Related Fees

**Email Counseling** (anything other than brief updates and document exchange that requires writing or reading more than 3-4 sentences): \$25/exchange or \$60 for 4 exchanges in one string of emails within 48 hours.

**Phone Calls** (anything over 10 minutes on the phone): \$75/25 minutes or \$125/50 minutes

**Preparation of Summaries of Treatment, Letters, or Completion of Forms at request of client:** \$75 per item requested. Requests **MUST** be made 2 weeks in advance. Client will be responsible for an additional charge of \$50 for any expedited requests.

**Court Related Work for Collaborative Law Cases:** \$200/hour of any and all time spent on the case (See Separate Court Fees)

**Administrative Fee for Record Copy Requests:** \$35

**Check Return/Insufficient Funds Fee:** \$35

## Your Clinical Record

You should be aware that, pursuant to HIPAA, we keep information about all clients in a collection of professional records. This constitutes your Clinical Record. We store your clinical record in a HIPAA compliant electronic cloud storage location. If you want to have a copy of your clinical record, there will be an administrative fee of \$35 charged for preparing the record for release upon your written request.

## Fee for Service Agreement

Your signature below indicates you have read and agree to CFC's policies and procedures.

- I recognize that professional services include time and services for preparation for my scheduled session, the actual time in session, time spent outside of session with case review, case notes, confidential consultations with supervisors or professional colleagues as outlined above.

- I understand my therapist's professional fees as outlined in this agreement.

- I understand and agree that if I fail to cancel my appointment at least 48 business hours prior to my session I will be charged a \$60 fee for the appointment.

- I authorize CFC to maintain a card on file and charge my Visa/MasterCard/Discover card for any missed appointments or unpaid charges. I understand my credit card will be stored in a triple encrypted merchant services system for my protection.

- **I understand that if I fail at least 2 times to give 48 business hours advance notice of cancellation**, I will lose any future scheduled appointments and may potentially be terminated.
- **I understand that ONLY if there is an emergency situation** that prohibits me from canceling within 48 business hours, I will discuss this with my therapist directly and request a waiver of this policy, but I understand that CFC is not bound to grant that waiver and may, by this contract, proceed with charging my credit card as agreed.
- **I understand if payment is not made at the time of my scheduled session**, I am hereby authorizing CFC to charge my credit card on file for services rendered and any past due balances.
- **I understand that if credit card on file is declined and CFC has been unable to reach client by phone and/or email for an alternative form of payment for 48 hours following the time of the session**, CFC has the right to CANCEL and/or POSTPONE any future sessions until payment is collected. Clients will be notified by phone or email of any cancellations/postponement.
- I understand this agreement also authorizes CFC to charge my credit card for services requested and rendered outside of the office such as email counseling, phone or video sessions, preparation of documents requested by me or any court related proceedings.
- I have been offered and/or reviewed a copy of Creative Family Counseling’s Notice of Privacy Practices.

**For those clients choosing to utilize their health insurance benefits for insurance claims**

- I hereby authorize payment directly to Creative Family Counseling for any benefits due for treatment.
- I agree to tell my therapist about any changes in my health insurance. Failure to do so may result in a delay in the billing process and may require the client to pay for sessions rendered at CFC’s self-pay rate.
- If I am utilizing Caresource Medicaid insurance, I understand it is my responsibility to maintain active coverage or notify my therapist of any changes of insurance. Failure to do so will result in the client being charged CFC’s self-pay rate for services rendered.
- **I understand that CFC will NOT be responsible for billing my commercial secondary insurance. CFC will provide any necessary documentation for the client to file on their own behalf.**
- I understand that CFC will NOT submit claims for out-of-network insurances, but will provide the necessary superbill for clients to file on their own behalf.

\_\_\_\_\_  
**Client’s Printed Name (or Parent/Guardian)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Client’s Signature (or Parent/Guardian)**

\_\_\_\_\_  
**Date**