



Informed Consent to Treatment & Privacy Practices

Please read and sign. Print one copy for your records.

About Your Therapist

I am licensed by the Texas State Board of Professional Counselors, license #66543, and am provisionally licensed by the Art Therapy Credentials Board, license #24-898. I am supervised for Art Therapy by Heidi Tournoux-Hanshaw, LPC-AT/S, ATR-BC.

Legally, my name is Kimberly Fowler, and I am licensed as such. When my mother was pregnant, my parents chose to name me “Kimberly Christine”. While they loved my name, they allowed my older sister to contribute. As her first major role in being a big sister, she gave me the name “Christy”. I have happily used the name “Christy” for my entire life.

I have lived in East Texas for most my life. I graduated high school from The Brook Hill School in Bullard, TX, and immediately moved to College Station, TX where I began school at Texas A&M University. I graduated with a Bachelor’s of Science in Psychology. After graduation, I moved to Dallas, where I attended graduate school at Dallas Baptist University. I graduated with a Master’s of Art in Counseling, and soon after, applied to be a Licensed Professional Counselor- Intern. I was granted internship status in 2009, and after completing the required 3,000 hour supervised internship, I applied for and received my full licensure as a Licensed Professional Counselor in 2011. In 2016, I became licensed as an LPC-Supervisor (also known as an LPC-S). My introduction to Art Therapy came in 2017, when I attended a continuing education class. I was immediately hooked and began the journey of obtaining my Art Therapy license. I graduated from Prescott College in Prescott, Arizona with a Post Master’s Certificate in Expressive Arts Therapies. This enabled me to seek licensure as an Art Therapist.

What to Expect from Therapy

You can expect that I will do my best to understand your concerns. I will listen non-judgmentally and provide an opportunity for you to learn more about yourself. I approach each person with respect and honor your willingness to be vulnerable, open, and honest. I work at your pace of participation and, at the same time, challenge you to hold the bar a little higher every day. I will gently push you in progress, and you can expect honest feedback and support from me in return. Hopefully, together we will find better solutions to the challenges in your life. The goals of therapy are to make long lasting changes to your life. You can expect that what we discuss will be kept private. There are a few exceptions to privacy, and here they are:

- If you tell me you plan to, or have been thinking about, hurting yourself or someone else.
- If you tell me you are being abused physically, sexually, or emotionally, or that you have been abused in the past.
- If you disclose that you knowingly access, reproduce, view or distribute any material in which a child is engaged in an act of sexual conduct.
- If you are a minor and tell me you are or have engaged in a sexual relationship with someone who is significantly older or younger than you.
- If you are involved in a court/legal case and a request is made for information about your counseling or your therapy.

Child & Adolescent Expectations in Therapy

In general, I do my best to keep the specifics of what you share with me private. If I do hear that you are involved in risk-taking behavior that becomes serious, then I will use my professional judgment to decide whether I must inform your parent/guardian. It is important to me that you use your own voice during these stressful situations. However, if you are unable to share the situation on your own, we can talk to your parents/guardians together. Even though I am committed to keeping your information confidential, I believe that it is important for your parent/guardian to know what is

going on in your life. When meeting with your parent(s), I will discuss challenges and progress that you have made in counseling. The purpose of meeting with your parent(s)/guardian(s) is to support your work in therapy and to improve family relationships.

Treating Children & Adolescents

A person aged seventeen (17) or younger seen in this office must have the signature of a parent. In the case of divorce or shared custody, the consent and authorization must be signed by the guardian maintaining sole/primary custody, or one of the guardians maintaining joint/shared custody. If custody is shared by 2 or more parents/legal guardians, the guardian presenting the child/adolescent for treatment must inform the other guardian(s) that the client is in therapy treatment. These kinds of situations can be very difficult for everyone, but I believe open and honest communication between all parties is generally the best policy. If a guardian has legal rights to a child/adolescent, I cannot restrict their ability to obtain information (meaning talk to me about their child's treatment or get copies of their medical record) unless they have been restricted by a legal court of law. I require a copy of the most recent custody papers (should they exist) before we begin treatment. If at any point during the treatment of the child/adolescent the custody arrangements change, I will require a copy from the guardian(s) within 10 business days.

Rights and Risks

As with any treatment, there are some risks as well as many benefits with therapy. You should think about both the benefits and risks when making any treatment decisions. For example, in therapy, there is a risk that clients will, for a time, have uncomfortable levels of sadness, guilt, anxiety, anger, frustration, loneliness, helplessness, or other negative feelings. Clients may recall unpleasant memories. These feelings or memories may bother a client at work or in school. In addition, some people in your community may mistakenly view anyone in therapy as weak, or perhaps as seriously disturbed. Also, clients in therapy may have problems with people important to them. Family secrets may be told. Therapy may disrupt a marital relationship. Sometimes, too, a client's problems may temporarily worsen after the beginning of treatment. Most of these risks are to be expected when people are making important changes in their lives. Finally, even with our best efforts, there is a risk therapy may not work out well for you.

While you consider these risks, you should know that the benefits of therapy have been shown by scientists in hundreds of well-designed research studies. People who are depressed may find their mood lifting. Others may no longer feel afraid, angry, or anxious. In therapy, people have a chance to talk things out fully until their feelings are relieved or the problems are solved. Clients' relationships and coping skills may improve greatly. They may gain more satisfaction out of social and family relationships. Their personal goals and values may become clearer. They may grow in many directions—as people, in their close relationships, in their work or schooling, and in the ability to enjoy their lives. I do not take on clients I do not think I can help. Therefore, I will enter our relationship with optimism about our progress.

As a client, you have the right to end your therapy at any time, for whatever reason. If you chose to end therapy with me, there are no further obligations, except for finalizing payment for all services already rendered. You have the right to ask questions about any aspect of the therapy process. You also have the right to expect that your therapist will maintain professional and ethical boundaries with you and in your treatment.

If therapy with me is not successful, I will recommend a more appropriate therapist or counseling agency. My hope is that we succeed together, but if this doesn't happen, I will, to the best of my knowledge, suggest the most beneficial clinician(s) to help.

Confidentiality

- Information shared by you in session will be kept confidential.
- Information will not be released without your written consent, except for professional consultation if needed and unless required by law.

- I am required by law to disclose information pertaining to suspected child abuse or neglect, the inability to care for one's basic needs for food, clothing or shelter, and threatened harm to oneself or others.
- The court may subpoena counseling records, including my progress notes for each time we meet.
- It is understood that information regarding treatment and diagnosis may be provided to an insurance company.
- As a therapist, I fully cooperate with the requests of Law Enforcement and CPS/APS.

Technology & Therapy

I am open to communicating about appointment schedules via text or email, but please note, if you choose to contact me using these methods, there is no guarantee the communication is 100% secure and confidential. Despite my use of anti-virus, anti-spyware and other forms of internet technology, I cannot guarantee that any communication (including faxes) outside of face-to-face contact and phone calls are private and confidential. The client/counselor relationship is unique in that it is exclusively therapeutic. In other words, it is inappropriate for a client and a counselor to spend time together socially, to bestow gifts, or to attend family or religious functions. This includes messaging via social media. I promise not to record our sessions without your written consent.

Clients are not allowed to record conversations or any part of a therapy session without my written consent.

Emergencies

This office is **NOT** an emergency or crisis treatment provider. If you have an urgent situation, I invite you to call and leave a brief but detailed message. You can expect a call back within 24 hours. True emergencies should be directed to the community emergency services (911), the nearest hospital/emergency room, or to the local hotlines, which are available 24 hours a day/7 day a week.

Hotlines:

- Suicide & Crisis Lifeline (receives texts & calls): 988
- National Suicide Prevention Lifeline: 1-800-273-8255
- Smith County Crisis Intervention Team 903-597-1351
- Andrews Center 903-597-1351, 8:00-5:00
24/7 Crisis Line 1-877-934-2131
- Tyler Police 903- 531-1090

Remember, you are not alone, but you must reach out. Depression lies.

Appointments

Counseling begins with an initial Intake session. During this initial consultation, we review privacy practices, discussion of the therapy process, limits of confidentiality, and any other questions you may have. We also review life and family histories, to help give a more rounded view of things. After each session, I am required to create and save a note, documenting what happened during session. After the initial Intake session, I will complete an overall assessment, often (but not always) resulting in a diagnosis.

Together, we can decide the appropriate frequency of sessions. Regular psychotherapy sessions are 50 minutes in length and are usually held once per week for the first 6ish weeks, as we get to know each other and establish a therapeutic rhythm. Ideally, session frequency will likely decrease in frequency over time, as you progress.

There are times when sessions must be cancelled or rescheduled, as life does present challenges. Please make every effort to notify me more than 24 hours ahead of the scheduled appointment time. ***If I am not notified of an appointment cancellation within 24 hours of the scheduled appointment time, you may be charged the full fee. If you arrive late, I unfortunately cannot extend your session time, as there are likely other sessions scheduled after yours.*** Repeated late

cancellations or missed appointments may result in termination of services. I ask you to respect my time as I respect yours.

Fees for Services

Appointments missed, “no show,” or cancelled with less than 24 hours notice may be charged the full fee.

Payment is due at the time of session unless otherwise discussed and agreed upon ahead of the session.

- Initial Consultation Session \$150
- 50-min Psychotherapy Session..... \$100
- Phone calls lasting more than 10 minutes are billed to the client, not the insurance company, at a rate of \$17.00 per 10 minute increments.

If there are any concerns with my fees, billing, your insurance, or any other money related point, please bring it to my attention. I will do the same with you. Such problems can interfere greatly with our work and must be worked out openly and quickly.

Court Appearance Policy

My emphasis is providing therapy and helping clients/families identify strengths and resources to overcome crises and life’s situations. Therefore, I would prefer not be included in cases involving litigation. All court appearances (including any requested appearance, subpoenaed appearance, settlement conference, or deposition) require additional fees which are due at least one week before the scheduled appearance. Please understand that you will be held responsible for court related fees should they occur.

Court Fees are as follows:

- \$800 per day (for case preparation/court time)
- Client is responsible for any scheduled appointments that must be cancelled due to requested court appearance(s) at a rate of \$100/hour (with a 1 hour minimum per appointment).
- All travel expenses required (mileage 50¢ mile, flights, hotel at my discretion, meals, etc.)
- Written case summaries are \$400 per case summary.
- Charges associated with these services will be due immediately and prior to any professionals/parties receiving my therapist’s documentation or services
- Please note: if an appearance request is received without a minimum of one week notice, the appearance fee is due immediately and there will be an additional \$300.00 express charge.
- Failure to provide the fee as specified, constitutes release from the requested appearance.
- Please note: after appearing in court the therapeutic relationship in most situations will be terminated. If your therapist is involved in a litigation appearance, the therapeutic relationship/alliance may be jeopardized.

Complaints

If there is ever a time when you believe that you have been treated unfairly or disrespectfully, please talk with me about it. It is *never* my intention to cause this to happen to my clients, but sometimes misunderstandings can inadvertently result in hurt feelings. I want to address *any* issues that might get in the way of the therapy as soon as possible. This includes administrative or financial issues as well.

I will not discriminate for any of the following, yet I am not limited to: age, sex, marital/family status, race, color, religious beliefs, ethnic origin, place of residence, veteran status, physical disability, health status, sexual orientation, or criminal record unrelated to present dangerousness. I take steps to advance and support the values of equal opportunity, human dignity, and racial/ethnic/cultural diversity. If you believe you have been discriminated against, please bring this matter to my attention immediately.

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418 S Broadway Suite 250
Tyler, Tx 75702

phone: (903)-705-7595
fax: (903)-298-0076

If you believe your rights or privacy have been violated, you may file a complaint with our office or with the following licensing boards:

Complaints Management and Investigative Section
P.O. Box 141369
Austin, Texas 78714-1369
Email: lpc@dshs.state.tx.us
Telephone: 1-800-942-5540
Fax: (512) 834-6789

Further Notes on Privacy, Confidentiality, and Records

Ordinarily, all communications and records created in the process of counseling are held in the strictest confidence. However, there are numerous exceptions to confidentiality defined in the state and federal statutes. The most common of these exceptions are when there is a real or potential life or death emergency, when the court issues a subpoena, or when child or vulnerable adult abuse or neglect is involved. I also participate in a process where selected cases are discussed in supervision and with other professional colleagues to facilitate continued professional growth and to get you the benefit of a variety of professional experts. While *no identifying information* is released in this consultation process, the dynamics of the problems and the people are discussed along with the treatment approaches and methods.

There are also numerous other circumstances when information may be released including when disclosure is required by the Texas State Board of Examiners of Professional Counselors, to comply with worker compensation laws, to comply with the USA Patriot Act and to comply with other federal, state or local laws. The rules and laws regarding confidentiality, privacy, and records are complex. The *HIPAA NOTICE OF PRIVACY PRACTICES* details the

considerations regarding confidentiality, privacy, and your records. This packet also contains information about your right to access your records and the details of the procedures to obtain them, should you choose to do so. Periodically, the *HIPAA NOTICE OF PRIVACY PRACTICES* may be revised. Any changes to these privacy practices will be posted in my office, but you will not receive an individual notification of the updates. ***It is imperative that you read and understand the limits of privacy and confidentiality before you start treatment.***

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| <hr style="width: 50%; margin: 0 auto;"/> Initials | <p>I have read the <i>HIPAA NOTICE OF PRIVACY PRACTICES</i>, and have had my questions about privacy and confidentiality answered to my satisfaction. I understand that the <i>HIPAA NOTICE OF PRIVACY PRACTICES</i> is incorporated by reference into this agreement.</p> |
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In the event of my death or incapacity, the records for my clients that are actively receiving services (seen within the last month) will be given to one or more local behavioral health professionals to facilitate the continuation of treatment. In such a situation, you have the right to continue treatment with this professional, discontinue treatment, or ask for a referral. Records for my inactive clients will be handled by a “records custodian,” which may be an individual or company. The custodian will be responsible for satisfying records requests and destroying records when the legal timeframes for records retention are satisfied.

AGREEMENT

I understand and agree to abide with this Informed Consent to Treatment & Privacy Practices. I have read and clearly understand the above information included in this document. This agreement will remain in effect until termination of services with Love & Laughter Counseling. I have read the notice of Privacy Practices and Clients' Rights documents. I have been offered a copy of these policies to take with me if desired.

Client's Signature: _____

Date: _____

Parent/Guardian's Signature: _____

Date: _____

Therapist Signature: _____

Date: _____



Credit Card Authorization

This form is necessary even if you do not intend to use credit card payments, so we have a backup for any missed session fees, forgotten payments, etc.

By signing this agreement, I am authorizing Love & Laughter to bill my credit card for professional services.

Services rendered may include:

- Agreed upon fees for services
- A missed appointment fee if the client does not show, arrives intoxicated, or cancels with less than 24 hours notice
- Checks that are returned will incur the check amount and a \$25 fee

I understand that this form is valid for one year unless I cancel the authorization in writing. I agree not to dispute charges for sessions I have received or that I have missed without notice as indicated above. I further authorize Love & Laughter to disclose information about my attendance or cancellation to my credit card issuer and financial institution if I dispute a charge.

CARDHOLDER INFORMATION

Name: _____ Relationship to client: _____
 Billing Street Address: _____ City: _____ State: _____
 Zip Code: _____ Email: _____ Telephone: _____

CREDIT CARD INFORMATION

Credit Card Type: ☐ Visa ☐ MasterCard ☐ American Express ☐ Discover
 Card Number: _____ Expiration Date: ____/____/____
 CSC (3 digit code on back of your card) _____ Is this an HSA card? ☐ Yes ☐ No

Cardholder Signature _____ Date _____



Communications Consent

Love and Laughter Counseling

We offer flexible communication methods with our staff. Text messaging may be used by Love and Laughter Counseling for limited, non-clinical communication such as:

- Appointment reminders or scheduling changes
- Billing or administrative questions
- Practice updates or cancellations
- Marketing SMS/communications

Text messaging will not be used for:

- Therapy or counseling services
- Crisis support
- Discussion of sensitive clinical information

Client Responsibilities

I agree that:

- I will not use text messaging for emergencies or urgent mental health needs
- In a crisis, I will call 911, go to the nearest emergency room, or contact 988 (Suicide & Crisis Lifeline)
- I will notify Love and Laughter Counseling if my phone number changes

Consent and Opt-Out

I understand that:

- Text messaging is optional and the frequency will vary. Text HELP for support or STOP to discontinue text messaging.
- I may withdraw consent at any time by notifying Love and Laughter Counseling in writing or by text
- Standard messaging rates may apply depending on my carrier

Authorization

By signing below, I authorize Love and Laughter Counseling and its staff to communicate with me via text message for the purposes described above.

Client Name: _____

Mobile Phone Number: _____

Signature: _____

Date: _____