

## **INFORMED CONSENT FOR PSYCHOTHERAPY AND PRACTICE POLICIES**

### **General Information**

Welcome to my practice! I appreciate your partnering with me in promoting your mental wellbeing. My practice is a private psychotherapy practice owned and operated by me, Erin Kehrier, LCSW (Texas License #53290). I have been providing mental health services to a diverse set of clients experiencing a wide variety of issues and challenges since 2009.

The purpose of this document is to inform you about the nature of the therapeutic relationship and therapeutic process, to answer common questions many people have when beginning psychotherapy, and to obtain your consent for participating in treatment. During our first session, we will go over many of the topics covered in this form. It is important for us to reach a clear understanding about how our relationship will work. If you have questions about this form at any point during your treatment, please contact me.

### **Therapeutic Process**

You have taken a brave step in deciding to participate in therapy. The shape and outcomes of your therapy will be influenced by several factors such as your strengths, current challenges and circumstances, and your goals. The experiences and outcomes of therapy will be unique to each person, and each person might get something different from their participation in therapy at different phases in their life. These expected variations will influence the pace, the level of difficulty, the amount of change you notice, and so on. Since each client's experience is so unique, I cannot guarantee specific outcomes. To address your unique therapeutic goals, it is best for the therapeutic process to be dynamic and adaptable. This requires communication and collaboration between the therapist and client, in a partnership. Within this partnership, I will assist in your self-exploration, help you to clarify your goals, facilitate your making of connections between patterns in your life experiences, and support you as you make adjustments in your life. As for your role in the partnership, getting the most out of your therapy is best served by your active involvement, openness to considering new possibilities, an engaged effort in trying out and implementing your desired changes, and maintaining communication throughout the process. There may be times where doing these things is difficult, and that's part of the process too!

### **Possible Effects of Psychotherapy**

As we work together, on an ongoing basis, we will discuss your treatment plan and the therapeutic interventions that we may decide to utilize. This allows for personalization of your therapy and allows for the therapeutic approach to adapt as your goals evolve. At any time, you may initiate a discussion of possible positive or negative effects of entering, continuing, or discontinuing therapy. You have the right to refuse and/or discuss any therapy techniques. While remembering that specific results are not guaranteed, it has been my experience that most clients who are actively engaged in therapy experience benefits. Possible benefits include improvements in relationships with others and/or with yourself, enhanced ability to manage stress and address challenges, connecting to the most important aspects of your life, a healing of experiential wounds, developing more curiosity or a sense of purpose, and so on. Psychotherapy involves personal exploration and may lead to major changes in your perspectives and decisions. These changes may affect your significant relationships, your job, and/or your understanding of yourself. Some of these life changes could be temporarily distressing. The exact nature of these life changes and experiences cannot be predicted. In addition, some aspects of the therapeutic process itself may include experiencing uncomfortable feelings (such as sadness, guilt, anxiety, anger, frustration, loneliness, or helplessness) or recalling unpleasant events in your life. As we work together, we will discuss any difficulties that occur as they arise, help you develop the resilience needed to manage risks, and determine steps needed to achieve your best possible results.

### **Phases of Treatment**

During our work together, we will meet for regularly scheduled appointments in a "virtual office." Therapy typically begins with an introductory phase which can last for a few sessions. During this phase I will ask questions to better understand the full scope of your therapeutic needs and whether I am suited to assist you with those needs. This is also an opportunity for you to ask questions and determine if you are comfortable in working with me. If it is a good fit, we will develop goals for

treatment together. Typically, we will meet about once a week for 50-minute sessions. As needed, we will discuss if your treatment goals suggest a need to adjust frequency and/or the length of sessions. It is common for clients to meet with me weekly for about six months to a year. After that, we often meet less frequently for a period of a few months to monitor and maintain gains made during therapy. These timeframes will vary from one client to the next. Some clients need only a few therapy sessions to achieve their goals, while others may require more long-term services.

### Termination of Therapy, Returning to Therapy, Referrals

At some point you and I may decide together that it is time for therapy to come to an end. The process of stopping therapy is called termination and is an important part of our work. You have the right to stop therapy at any time for any reason. I also may decide it is best to conclude our professional work together if I recognize the psychotherapy is no longer being effectively used, if your identified needs would be better met by another therapist or a different type of service, or if you are in default on payment for services. While this is a professional relationship rather than a social one, sessions may be very intimate psychologically, and ending the therapeutic relationship can be difficult. When you and/or I decide to conclude therapy, **I request that you participate in at least one "closure session"**. A lengthier termination period may be appropriate depending on the length and intensity of our work together. This is a chance for us to review our goals, the work we have done, any future work that remains for you, and why ending therapy makes sense at that time. If you or I determine that a different therapist or a different type of service will be a better fit to meet your needs, I will assist by providing you with referrals and connecting you with **appropriate** resources as needed. If you do not contact me for more than three weeks after your most recent session without scheduling another time to meet, I will close your file and no longer be considered your treatment provider of record. After ending therapy for some extended period, if you wish to resume therapy, your file can be reopened. Reopening your file may require completion of additional paperwork.

### Contacting Me/Hours of Availability

If you need to contact me between sessions, my preference is that you use the secure messenger provided in your Simple Practice client portal account. You may also call me at 832-821-8188 and leave a voicemail or send a text to that same number (if your text message is not clinical or private in nature). My office hours vary, and I am often not immediately available; however, I will generally attempt to return your message/call within 24 hours during regular business hours, Monday through Friday, 9:00 a.m. to 4:30 p.m. unless I am out of office. If you are difficult to reach, please inform me of possible times when you will be available when leaving a message.

Please understand that e-mail and text correspondence cannot be guaranteed to be secure. If you choose to reply to any correspondence or initiate communication through these means, you do so at your own risk. In addition, you may choose to release me to communicate with you through text, email, and voicemail by completing the associated Communication Consents form. Because of their limitations, I do not provide therapy via text or email, Simple Practice messaging, or voicemail. I request that you not share any therapeutic content via text or email. For security reasons it is best that any clinical information be shared in person, via telehealth in Simple Practice, or over the phone.

### Emergencies

If you are in a crisis requiring immediate attention, please **call 911**, or if you can safely transport yourself, go to your **nearest emergency room**. If you are suicidal, you can call the National Suicide Prevention Hotline at (800) 273-8255. If you have insurance, you might also contact them using the phone number on your insurance card to get information about inpatient psychiatric services. As previously described, I am often not immediately available for contact between sessions. Therefore, it is unsuitable to contact me using voicemail, email, text messaging, client portal messaging or any other messaging to request assistance in emergencies. **I do not provide twenty-four (24) hour crisis or emergency therapy services or emergency facilities**. Again, please contact 911 or get assistance at your nearest emergency room in the event of an emergency.

### Therapist Coverage

When I am on leave, or away from the practice for any extended period, I will arrange with a trusted therapist colleague to “cover” for me in my absence as needed.

My colleague covering for me will be available to support you if you have a mental health issue which:

- does not require 911-emergency attention, and
- does not require an immediate crisis intervention, and
- should not wait until I return from absence.

This therapist will generally need to know only enough about you to assist in such matters. This therapist is bound by the same laws and rules as I am to protect your confidentiality.

In the unlikely event I become unavailable due to a long-term incapacitation, disability, or other reason, your case will be referred to another professional.

### Scheduling and Attending Appointments

I will do my best to accommodate your needs in scheduling appointments. Initial appointments can be set up through our first point of contact by phone or messaging, and ongoing appointments are arranged using your client portal in Simple Practice. I ask that you make your therapy appointments a priority and make every effort to attend at the recommended frequency we discuss when developing your treatment plan. Your on-time arrival allows us to make the best use of your allotted session time in working towards your treatment goals.

### Canceling, Rescheduling, and Missing Appointments

Since an appointment reserves a time specifically for you, if you need to cancel or reschedule that appointment, I require you give me at least 24-hours’ notice in advance. When I am given at least that much notice, I am often able to offer an alternative appointment time. If you do not provide at least 24 hours’ notice or do not attend your scheduled appointment, you will still be held responsible for paying the full fee for the session, and your credit card will be charged based on the fee associated with the previously agreed-upon session length (barring an unexpected emergency or accident).

If you find you are going to be **late**, please notify me as soon as possible, as I \*may\* be able to make accommodations. However, if you are late and have not notified me, our session will conclude at the scheduled ending time. If you are 20 minutes or more late and have not notified me with at least 24 hours’ notice, I will consider your session time “cancelled.” Clients who are more than 20 minutes late will not be seen and will still be charged the full fee for the session.

### Initial Consultation

For new clients wishing to discuss the possibility of therapeutic collaboration, I offer brief initial consultations by phone or by video session. I offer this service for free, for up to 15 minutes of consultation. The intent of this free service is to help prospective clients decide whether therapy is a good fit for them at this time, and to assist clients in selecting the best resource(s) for their specific needs. This initial consultation is not intended to function as a “deep-dive” into therapeutic topics.

### Format of Standard Therapy Sessions

The typical standard session length will be 50 minutes. Longer sessions might be scheduled for the first introductory session, or when specific modalities are being used that tend to require more time. Longer sessions need to be discussed and scheduled in advance. In certain circumstances, it may be appropriate to extend the session in the moment. This will be dependent on availability in my schedule as well as your agreement to continue. Sessions extended beyond ten minutes will be charged on a prorated basis.

I am not currently providing services specifically for couples or families. If those services are desired, I will happily refer you to a respected colleague. If you believe it would be of therapeutic benefit for a significant other to participate in one (1) session with you, with the purpose of furthering your individual therapeutic goals, this may be possible only if arranged with me in advance.

### Brief Supplemental Sessions

Occasionally, clients find it helpful to get additional support with short phone calls between our standard full-length video sessions. In this case, I offer phone consultation as my schedule permits. For any phone consultation, the first 15 minutes of our call will be at no charge to you. After the first 15 minutes, you will be charged \$40 per 15-minute interval of consultation.

Short phone calls regarding scheduling, billing, or other non-clinical topics are included in your usual session fee and will not accrue additional charges. Please recall that I am not always immediately available to respond to communications. Refer to the "Contacting Me" section of this document for more information.

### Payment and Fees

Payment is due at the time services are rendered, unless you make other arrangements for an alternative pay schedule that is approved by me. Credit cards are the preferred and most common form of payment used. I also upon arrangement will accept cash or personal checks. Should your personal check be returned due to insufficient funds, you will be assessed a \$25.00 service charge and required to pay with cash or credit card thereafter. Please notify me ahead of time if any problem arises regarding your ability to make timely payment.

I do not accept insurance; however, upon request I will provide you with the required paperwork for you to be able to file for out of network benefits with your insurance provider. I cannot guarantee that this will be reimbursed by your insurance provider.

My regular fees for service are as follows:

- ❖ Individual Psychotherapy, 50 minutes (typical standard session length): \$150
- ❖ Individual Psychotherapy, 80 minutes: \$250
- ❖ Group Psychotherapy, 90 minutes: \$50/person
- ❖ Telephone Consultations >15 minutes: \$40/15 minutes

Before our first session, I will ask that you complete a Credit Card Authorization form. I will keep this form and your credit card information on file in a secure platform. Most clients find it convenient to use this on-file credit card for automatic payment for each therapy session. Your credit card on file will also be used if the need arises to bill you for less common situations such as those listed below.

- Payment for checks returned for insufficient payment (including the \$25 returned check fee),
- So that I may charge your account for a missed appointment/last minute cancellation,
- For other professional services that you might request me to provide you outside of our therapy sessions, such as report writing, attendance at meetings with other professionals you have authorized, prolonged correspondence with other professionals or individuals on your behalf, preparation of records or treatment summaries. (Fees for such services are billed at my hourly rate of \$150/hour.)
- For charging for court-related services, such as responding to a subpoena for records, a court appearance, or a deposition (as explained in the next section "Litigation Policy and Court Fees").

### Litigation Policy and Court Fees

**I do not want to be involved in your litigation. It is against my wishes** for you, your attorneys, or anyone acting on your behalf to subpoena records from my office, or subpoena me to testify in court, in a deposition or in any legal proceeding. I do not want to have to disclose your confidential information in this way. I will not voluntarily participate in any litigation or legal proceeding in which you are involved, including but not limited to divorce and custody disputes, or personal injury lawsuits. This includes providing documentation such as letters, reports, and affidavits. In addition, I will not voluntarily provide testimony.

If, against my stated wishes, you involve me in your litigation, or if you or your attorneys subpoena me to provide my records, testify in court, or give a deposition, I will comply with lawfully issued subpoenas. If I am subpoenaed to provide records or testimony and against my stated wishes, you also acknowledge and agree that you will pay for all my professional time, including but not limited to preparation, record review, transportation charges (door-to-door), waiting time, and time spent

testifying in court or deposition **regardless of which party issues the subpoena or requires me to testify**, at the rate of \$425.00 per hour, plus expenses.

### Limitations of Services

I sometimes receive requests to complete documentation or evaluations, or to provide opinions on matters in which I do not have training or expertise. For your prior awareness, I will not perform social studies or custody evaluations, or provide recommendations regarding possession, custody, access to or visitation with minor children. I will not conduct assessments or provide specific documentation for FMLA, short-term or long-term disability applications, Workman's Compensation, or Emotional Support Animals (ESA). I will not provide medication or medical advice, nor will I provide legal advice. Generally, I will not provide services that are outside the scope of my practice. If these services are desired, I will share what information I have on appropriate referrals.

Currently, due to limitations of state licensure laws and lack of federal provisions that allow mental health professionals to practice teletherapy over state lines, I am unable to work with clients outside of the state of Texas. Therefore, you must be a resident of Texas in order to be a client and receive therapy services.

### Professional Records

The laws and standards of my profession require that I keep treatment records. I keep and store records for each client in a record-keeping system produced and maintained by Simple Practice, LLC. Simple Practice, LLC is HIPAA compliant. You are entitled to receive a copy of the records unless I believe that seeing them would be emotionally damaging to you, in which case I can send them directly to a specified person and/or professional of your choice. You will be charged an appropriate fee based my hourly rate for any time spent in preparing record requests.

Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to review your treatment records, I recommend that we arrange for us to review them together, so that we can discuss the contents.

### Confidentiality

Discussions between a Licensed Clinical Social Worker (LCSW) and client and the associated records are confidential. No information will be released without your written consent unless mandated by law or as otherwise stipulated my Notice of Privacy Practices which will also be provided to you. While most of our work is confidential, the following limitations and exceptions do exist:

- Information in digital communications with limited security/control, such as e-mail and cell phone conversations, cannot be guaranteed to be secure and can compromise your privacy.
- Disclosure by a client (or therapist suspicion) of abuse, neglect, or exploitation of a child, elderly, or disabled person must be reported to proper authorities.
- Disclosure by a client of sexual contact with another mental health professional must be reported to proper authorities. The client has the right to remain anonymous when the report is filed.
- If a client makes a statement of a plan that endangers self or another person, then medical or law enforcement personnel and/or a pre-existing emergency contact person (established with a Release of Information on file) will be contacted based on the situation.
- If a therapist receives a subpoena for a client's records or is ordered by a court to disclose information, or is otherwise required by law to disclose information, then the therapist must comply with applicable laws.
- If a client files a lawsuit or a complaint against this therapist for any reason related to therapy, I am allowed to use or disclose that client's confidential information to the extent which is necessary to defend myself.

Other more common situations in which I may discuss or disclose information about your case are as follows:

- Occasionally I may need to consult with other professionals in their areas of expertise in order to provide the best treatment for you or for purposes of professional development. In this context, information I share about your case will exclude your identifying information.

- If you ask me to release your records in writing for a certain time period to some specific individual(s), such as a family member or another health care provider, then I will honor your request after obtaining your specific permission in writing.

### Interactions Outside of Therapeutic Setting

If we happen to encounter each other outside of the professional setting, I will not address you unless you address me first. This is for the protection of your privacy from the people either of us may be with at that time. If you do choose to address me first, I will happily return a friendly greeting or speak briefly with you. Lengthier discussions are best kept to our therapy sessions.

### Social Media and Virtual Relationships

I do not accept friend or contact requests from current or former clients on any of my personal social networking accounts. I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. I do not follow current or former clients on any social media service, nor will I request friendship or to contact you using a social media service. If you wish to share aspects from your online life with me, we can view and explore them together during the therapy hour.

Should you decide to "follow," or comment on, or "like" posts made on any business/professional social media accounts developed by me, please understand that these actions are public and therefore pose a risk to your confidentiality and privacy. Please remember that, for security reasons, any clinical information is to be discussed in person, through telehealth service, or over the phone, not via social media communication.

Our sessions together are collaborative. Therapy will function best when you share your feedback about therapy directly with me. This will allow dynamic adaptations of therapy that will be more likely to improve your experience and outcomes. Therefore, I would deeply appreciate you bringing any concerns you have to me, so that we can discuss them directly. If you are considering posting any reviews (either positive or negative) or other information regarding therapy with me on any website such as Healthgrades, Angie's List, Yelp, or other forum, I ask that you consider discussing your feedback with me first. Also please keep in mind that by leaving an online comment, you might publicly reveal your own protected health information.

### Audio/Video Recording of Sessions

There can be unintended consequences and drawbacks to recording audio or video of therapy sessions that can compromise the therapeutic process and therapeutic relationship. In some specific situations there can be benefits for the client to create specific recordings. For that reason, any audio or video recording of your therapy sessions must be discussed and agreed upon by both therapist and client prior to the recording being made. If an agreement is reached, a signed specific written authorization will be completed in advance of the recording being made.

### Additional Client Responsibilities

I ask that you agree to come to therapy free from the influences of drugs including alcohol. I also ask that you silence your cell phone during our sessions. Please discuss with me first if there is a specific reason you prefer to keep your cell phone on. I also ask that you refrain from any abusive language or behaviors. Abuse of these important guidelines will affect therapy and may lead to the need to discontinue services or end the session with the expectation of full payment.

### Non-Discrimination

It is my goal to practice therapy in the pursuit of supporting human dignity, diversity, equity, and social justice. I aim to deliver services with sensitivity for, and without discrimination against, clients based on race, color, sex, gender, gender expression, gender identity, sexual orientation, religious or political beliefs, national or social origin, language, disability, age, marital and family status, health status, place of residence, socioeconomic factors, veteran status, and criminal record, among other identities and dimensions of diversity. I am respectful and mindful of the possibility that some of these identity or life factors may influence whether I will be the therapist best suited to meet your

therapeutic needs. I am open to discussing this with you at any point during our work together. If you believe you have experienced discrimination in the course of our work together, it is preferable that you bring this matter to my attention as soon as you are ready so that we can address it together.

**Questions, Comments, or Complaints**

If you are dissatisfied with your services rendered, please let me know. My office number is 832-821-8188 or message me via the Simple Practice portal. I am a Licensed Clinical Social Worker (LCSW, License No: 53290) licensed and trained to practice clinical social work in the state of Texas. I am authorized to practice by the Texas State Board of Social Worker Examiners. If you deem it necessary, you may also contact the Board with any questions, comments, or complaints:

Texas Behavioral Health Executive Council  
 333 Guadalupe St., Ste. 3-900  
 Austin, Texas 78701  
 Tel. (512) 305-7700  
 1-800-821-3205 24-hour, toll-free complaint system  
[bhec.texas.gov/contact-us/index.html](http://bhec.texas.gov/contact-us/index.html)

**Execution of Agreement**

**With your signature below you, the client, (or the client’s personal representative where applicable), affirm the following:**

- You have read the above document carefully.
- You have had a sufficient opportunity to ask Erin Kehrier, LCSW any questions about this document, and these questions were answered to your satisfaction.
- You have been provided a copy of this Informed Consent for Psychotherapy and Practice Policies document for your records.
- You understand the terms of this document and you agree to comply with them.
- You understand that this document is a contract between yourself and Erin Kehrier, LCSW and may be legally enforced as a written contract.
- You agree that this document will stay in effect until you revoke it in writing.
- You understand that any written revocation must be dated AFTER the date of this document and must be provided to Ms. Kehrier.
- You agree that a copy of this document has the same force and effect as a signed original.

Signature and Date:		
	Signature of Client or Personal Representative	Date (mm/dd/yyyy)
Print Name:		
	Printed name of Client or Personal Representative	

If a Personal Representative has signed this form on behalf of the Client, indicate the title or role of the Personal Representative below.

Personal Representative Title / Role	
	Example: parent / guardian, health care power of attorney

By the therapist’s signature below, Erin Kehrier verifies the accuracy of this document and commits to conform to its specifications, and hereby consents to provide treatment under its terms.

Signature and Date:		
	Signature of Therapist	Date (mm/dd/yyyy)