

Psychotherapy Services Information and Informed Consent Agreement with Forest Edge Counseling PLLC Sarah Cook, MSW, LCSW-S

Biography: I graduated from Texas Tech University with a Bachelor of Arts degree in Psychology in 2007 and from The University of Houston with a Master of Social Work degree in 2010. I obtained my LMSW in 2010, my LCSW in 2012, and became a board approved social work supervisor in 2018. All licensure and credentialing has taken place in the state of Texas. I have over 15 years of clinical experience and have obtained additional training in Cognitive Behavioral Therapy (CBT) including CBT-I for the treatment of insomnia.

Nature of Psychotherapy: Psychotherapy provides the opportunity for growth and self-discovery in the context of a safe, supportive, and therapeutic relationship. My approach to therapy utilizes more than one modality; cognitive behavioral therapy, strengths-based therapy, and person-centered therapy are primary. It is my commitment to work with you to increase your awareness of your choices, the guiding forces behind those choices and to empower you to live and make necessary changes to reach your self-identified goals.

Therapeutic Relationship: During the time we work together, we usually will meet weekly for approximately 50-minute sessions. Although our sessions may be very intimate psychologically, ours is a professional relationship rather than a social one. I am unable to accept invitations to attend any social events, connect on social media, write references for you, or relate to you in any way other than the professional context of our therapeutic relationship.

Effects of Psychotherapy: You have taken a very positive step by deciding to seek therapy. The outcome of your treatment depends largely on your willingness to engage in the process, which may, at times, result in considerable discomfort. Although I expect you to benefit from psychotherapy, I cannot guarantee any specific results. Psychotherapy is a personal exploration and may lead to major changes in your life perspectives and decisions. These changes may affect significant relationships, your job, and/or your understanding of yourself. You may feel distressed, usually only temporarily, by some of the things you learn about yourself or some of the changes you make. Although the exact nature of changes resulting from therapy cannot be predicted, I intend to work with you to achieve the best possible results for you.

Client Rights and Responsibilities: Some clients achieve their goals in only a few sessions; others may require months or even years of psychotherapy. As a client, you are in complete control and may end our therapeutic relationship at any time, though I do ask that you participate in a termination session. If at any time or for any reason you are dissatisfied with my services, please let me know. I have no staff, so I am responsible for all operations of my office such as scheduling and billing. If I am not able to resolve your concerns, I will provide you with resources and referrals.

The standard meeting time for psychotherapy is 50 minutes. It is up to you, however, to determine the length of time of your sessions. Requests to change the 50-minute session should be discussed with Sarah Cook in advance for time to be scheduled accordingly. You are expected to be sober and on time for your sessions. Any level of intoxication will result in a late cancellation fee and rescheduling. Any repeat may result in termination of therapy.

Your physical health is important. It is not uncommon for physical and mental health to interact and overlap. There may come a time when I recommend a medical evaluation to ensure a physical ailment is not being overlooked. It is possible that, in order to avoid harm, certain therapeutic interventions may need to be delayed or paused until you are cleared by a physician. Making and attending medical appointments is the responsibility of the client.

Cancellation and Crises: In the event that you will not be able to keep an appointment, please notify me by 1) leaving a voicemail message to 832-365-1540 or 2) through the online portal at least 24 hours in advance. If you cannot attend your scheduled session and you do not cancel at least 24 hours in advance, or if you do not show up, you will be charged the full session fee. This is necessary because your appointment time is held exclusively for you. If you experience a mental health emergency, obtain crisis services by calling 9-1-1, 9-8-8, or going to a nearby hospital emergency room.

Fees: My fee is \$150 for a 50 minute session. Longer sessions are available upon request and depend on my availability. The fee for each session will be due at the time you receive the counseling session. All sessions currently offered are via telehealth. Payments are made via credit/debit card and a card will need to be on file to schedule sessions. I do not file insurance for counseling sessions. However, I will be glad to provide you a receipt for you to file with your insurance company. I can also provide you with a superbill for potential insurance reimbursement. Questions regarding out of network coverage for mental health services should be discussed with your insurance company directly.

Sarah Cook believes that good clinical care may involve routine collaboration with other professionals (such as a psychiatrist, parent, dietitian, etc.) as you authorize in writing. Sarah Cook may spend up to 15 minutes per session/week in collaboration with other professionals at no additional charge to you. Please note that this time does not accumulate if unused. If additional time is required, the fee for these administrative tasks is \$35 for each additional 15 minutes of time. By signing/e-signing below, you specifically acknowledge and agree to the administrative fees and authorize Sarah Cook, MSW, LCSW-S / Forest Edge Counseling PLLC to charge your card on file.

Litigation Policy and Fees for Court-Related Services: I do not want to be involved in your litigation. I do not want to deal with subpoenas or lawyers or having to disclose your confidential information in court. Our therapeutic relationship is contaminated by my involvement in any aspect of the legal process. Thus, going to court has no place in our relationship. I do not want us to deal with the negative and potentially damaging feelings that can result from court or deposition testimony. Therefore, if you become involved in any legal proceeding during your therapy with me, including but not limited to divorce, custody dispute or personal injury lawsuit, you agree to immediately notify Sarah Cook. This agreement regarding fees for our involvement in litigation and court related services specifically applies whether you are still in therapy or not at the time the subpoena is received. By your signature/e-signature below, you acknowledge your understanding of this litigation policy and you agree to abide by it.

I will comply with lawfully issued subpoenas. **My hourly charge for all time related to court cases or litigation is \$350, and that fee applies whether I testify in person or remotely via Zoom, Teams, or other videoconference platform.** You also agree by your signature/e-signature below to make the required payment for the time I must spend dealing with your litigation.

If I am subpoenaed to provide records or testimony against my stated wishes, you agree to 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 side's attorney issues the subpoena or requires me to testify.

If I am required to testify in court or give a deposition in Harris County or Montgomery County, I will require a retainer in the amount of \$1,400 (4 hours at \$350 per hour), which will include preparation time, travel time (door-to-door), and attendance at any legal proceeding. If I am required to testify in court or give a deposition outside Harris County or Montgomery County, I will require a retainer in the amount of \$2,100 (6 hours at \$350 per hour), which will include preparation time, travel time (door-to-door), and attendance at any legal proceeding. By your signature/e-signature below, you also agree that I may charge your credit card on file for any costs associated with transportation, lodging, meals, parking, or other reasonable expenses incurred as a result of a subpoena in a case that is pending outside of Harris County

or Montgomery County, Texas after I provide an invoice for these fees and expenses. By your signature/e-signature below, you agree to pay the applicable retainer no later than 48 hours prior to the litigation event and you further agree to pay any additional invoices upon receipt.

If the testimony or deposition exceeds 4 hours in Harris County or Montgomery County or 6 hours outside Harris County or Montgomery County, your credit/debit card on file will be charged \$350 per hour for every hour spent at any legal proceeding, including court or deposition. By your signature/e-signature below, you agree that I will issue an itemized statement showing the breakdown of time and you further agree that the amount of the invoice can be charged to the credit/debit card on file.

When I go to court or give a deposition, I have to clear my schedule and not see other clients so there is a 48-hour cancellation policy for court and depositions. For example, if the court appearance or deposition is scheduled for a Monday, my office must be notified of any cancellation by Noon on the Thursday before. Any cancellations that occur within that 48-hour time frame are **NON-REFUNDABLE**.

I will accept credit/debit card for payment of fees related to court appearances or deposition. **NO PERSONAL CHECKS WILL BE ACCEPTED FOR THESE SERVICES**. All payments are due 48 hours prior to the scheduled court appearance or deposition. By your signature/e-signature below, you expressly authorize me to charge the card on file for any fees related to litigation and court appearances.

Finally, if I am subpoenaed to provide records or testimony in violation of this agreement and against my stated wishes, I reserve the right to terminate our professional, therapeutic relationship and refer you to other mental health providers.

I will NOT perform social studies or custody evaluations. I will NOT provide recommendations regarding possession, custody, access to or visitation with minor children. I will NOT provide legal advice. I will NOT provide medication or medical advice. These services are not within the scope of my practice.

Use of Electronic Communications: Matters pertaining to scheduling, rescheduling or canceling of appointments is permissible via voicemail message or the secure messaging system in the client portal. Voicemail and the portal should be used for scheduling or administrative matters only. If you need to discuss a clinical matter between sessions we will need to schedule an additional appointment, based on availability.

I currently offer Telehealth psychotherapy services via secure videoconferencing within the State of Texas. For safety reasons, I need to know your physical location during each appointment. If you will be somewhere other than the address listed on your intake paperwork such as work, etc. it is your responsibility to let me know. I cannot conduct Telehealth appointments if you will be outside of Texas in accordance with my licensure. If you do not cancel/reschedule in accordance with the cancellation policy and attempt to attend a session when you are outside of Texas, the appointment will be cancelled, and the full fee will be charged.

To ensure your privacy, you will need to attend sessions from a private location. I cannot move forward with an appointment if you are in a public space such as a bus, restaurant, open-concept workplace, etc. If you do not cancel/reschedule in accordance with the cancellation policy and attempt to attend a session in a public space, the appointment will be cancelled, and the full fee will be charged.

E-mails exchanged between us may become part of your client record. However, I do not retain text messages, and I am not required to do so by any statute or regulation. By your signature/e-signature below, you acknowledge that I do not retain text messages, and you agree to use e-mails and text messages only for purposes of scheduling or administrative matters.

I do not allow recording of sessions unless we have agreed to do so in advance and you have signed a specific written authorization for the recording to occur. By your signature/e-signature below, you acknowledge that you understand my policy on the recording of sessions and you agree to abide by it.

Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not engage in communication or relationships via social media with clients. This is for the protection of your privacy as well as the therapy relationship. I do not accept “friend” requests from current or former clients on any social networking site due to the fact that these sites can compromise clients’ confidentiality and privacy.

Should you choose to follow Forest Edge Counseling PLLC on social media, the content does not replace therapy, nor it is therapeutic advice. Any specific questions or concerns should be discussed in the context of your sessions.

I would never post information about a client on a public website. I ask that you respect your privacy and refrain from posting any “reviews” or other information regarding my practice or me on any website/platform such as HealthGrades, Angie’s List, or other forums for posting public reviews of health care providers. By your signature below, you agree that you will not post any “review” or any other information on any website without my prior written permission. Whether you have been in therapy is confidential, private business and I would rather you not risk waiving the confidentiality protections that are in place by disclosing that you have been in therapy with me on a public website.

Interactions outside the session: If we happen to encounter each other outside the professional setting, I will not say hello unless you speak to me first. This is for the protection of your privacy from those we may be with. I am happy to return a friendly greeting but will allow you to take the initiative if you would prefer to do so.

Confidentiality and Limits to Confidentiality: In general, the privacy of all communications between you and me, and even the fact that you are a client, is confidential and protected by state and federal law. Generally, I can only release records or information about our work together to others outside our therapeutic relationship with your written authorization. There are some important exceptions to confidentiality, which include the following:

1. If you are involved in a court proceeding and a request is made for the information concerning your diagnosis and treatment, that information is protected by the therapist-client privilege. I cannot release records or provide any information without your written authorization. However, if your records are subpoenaed or if a judge issues a court order for your records, I am legally obligated to comply. In the case of a subpoena, I will contact you so that you (or your attorney) can take steps to contest the subpoena. If you do nothing to challenge the subpoena after being notified by me, I will comply with the subpoena.
2. If I believe that you are a danger to yourself or to other persons, I may contact medical or law enforcement personnel.
3. If you disclose information that leads me to suspect that a minor child, an elderly person or a disabled person is being abused or neglected, I am required by law to notify authorities within 24 hours and I will comply with this requirement.
4. If you file a lawsuit or a complaint against me for any reason, I am allowed to use confidential information to defend myself.
5. If a court order or other legal proceeding (such as a grand jury) requires the disclosure of your information or records, I will obey the court order or the grand jury subpoena.
6. If you waive your privilege or give written authorization to disclose information, I will comply with your authorization.
7. Information contained in communications via computers with limited security/control, such as e-mail and telephone conversations via cell phone is not secure and can compromise your privacy.
8. If I learn of previous sexual exploitation by a mental health provider, I am required to report it to the District Attorney in the county of the alleged exploitation and the appropriate licensing board of the provider.
9. The matters discussed during a family therapy session or couple’s therapy session are not

confidential as to the persons present since those persons hear the statements made and participate in the discussion. However, all matters discussed during the family or couple's sessions are confidential and privileged as to third parties who were not present in the session.

10. I require a "no secrets" approach to counseling multiple individuals. Members of a family or a couple should not disclose information to me in a private session that they do not want me to share with the other family members or partner. I am not the gatekeeper of your private information – you are. I will not be responsible for keeping track of what information can or cannot be shared with other participants in the family's or couple's therapy. If you must discuss personal information that cannot be shared, you should seek individual counseling with your own therapist.

Records: All of our communications become part of the clinical record. Texas law requires that I maintain appropriate treatment records for at least seven years from the last date of service for adult clients and seven years or five years after a minor client reaches the age of eighteen, whichever is longer. I will not release any information about you to anyone without your written consent unless disclosure is required or authorized by law.

As a client, you have the right to obtain a copy of your records upon submission of a written authorization. Texas law requires that all requests to review or obtain copies of your records must be made in writing. The records of your therapy will contain confidential information about you and the information in the records can be misinterpreted or upsetting to lay readers. If you request a copy of your records in writing, I will provide them to you upon payment of the records fee unless I believe that releasing the records would endanger your life or physical safety, or the life/physical safety of another person. If I believe that I must withhold the records due to a situation involving life or physical safety endangerment, I will write you a letter to explain my reasons for withholding the records.

I have determined that a reasonable, cost-based fee for providing a copy of your records will be \$1.00 per page/\$50 for files that are less than 100 pages/\$75 for files that are between 101-200 pages/\$100 for files over 201 pages. The actual cost of shipping or mailing will be extra. Under Texas law, I am not required to provide copies of requested records until the records fee is paid.

Plan for Practice in case of Death or Incapacity: In the event of my death or incapacity, I have made arrangements for another psychotherapist to take over my practice, assume control of my records, meet with clients, make referrals to other providers, as appropriate, and take all reasonable steps to manage the practice for the benefits of my clients. By your signature below, you authorize my designee to contact you directly and use or disclose your confidential mental health information and records for the stated purpose.

Complaints. You have a right to have your complaints heard and resolved in a timely manner. If we cannot work things out to your satisfaction, you may inform your insurance carrier and file a complaint with them or with my licensing board, the Texas Behavioral Health Executive Council, 1801 Congress Avenue, Suite 7.300, Austin, TX 78701, Telephone: 1-800-821-3205, or online: <http://www.bhec.texas.gov/wp-content/uploads/2020/07/BHEC-Complaint-Form.pdf>. If you have a complaint concerning the HIPAA Privacy Regulations, you may contact the U. S. Department of Health and Human Services, Office for Civil Rights, at: OCRMail@hhs.gov.

Terminating Therapy: Ending therapeutic relationships can be difficult. As a result, it is important to clearly communicate how therapy may be concluded in order to achieve sufficient closure. The appropriate time to conclude services depends on the length, nature and intensity of the treatment. Concluding services is done collaboratively and there is generally adequate time to discuss and explore what best suits your needs and expectations. In some circumstances, I may determine that ending services is appropriate if treatment is not being effectively used or if you are in default on payment. I understand that any termination may be difficult but my decision on this matter will be final. If therapy is concluded for any reason or if you request another therapist, I will provide you with a list of qualified referrals. You may also choose another therapist on your own or from another referral source. If you do not schedule an appointment for two consecutive weeks, I will assume that you have chosen to discontinue our professional relationship unless other arrangements have been made in advance. Upon termination of therapy for any reason, the termination will be confirmed in writing.