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## CLIENT AGREEMENT & INFORMED CONSENT

### **Overview**

Welcome to my private psychotherapy practice. Please read this document carefully and feel free to ask me any questions you might have before signing it.

Psychotherapy (also called “therapy” or “counseling”) is about facilitating the client’s efforts to change. Research confirms that the most important factor in explaining successful therapeutic outcomes is the therapist-client relationship. Our first session is critical because it sets the tone for our ongoing relationship. It is therefore important that, in our initial session, you determine if you like working with me, if you feel like I understand your problems, and if you believe I will address them in a way that is meaningful and helpful to you. During that session I will want to get to know you and get an idea about the problems you are experiencing.

### **Benefits and Risks of Counseling**

There are certain risks associated with the counseling process that should be understood before work begins. Some of the more common risks are:

- Long lasting psychological change can take longer than a client initially expects.
- Clients can experience deterioration in emotional and psychological stability at different times during the therapeutic process. This often occurs during the beginning stages of therapy, but may occur at any point. It is often brought on by an awareness of previously unconscious, emotionally laden material.
- Relationships can be affected in unexpected ways as a result of therapy.

While you consider these risks you should know that therapy offers many benefits. People who are depressed may find their mood lifting. Others may no longer feel afraid, angry or anxious. Clients may grow in many directions and develop an increased ability to enjoy their lives.

I cannot guarantee these benefits, of course, but it is my desire to work with you to help you attain your goals. In addition to my professional knowledge and expertise, your commitment to the therapy process will increase the probability of success. This means attending sessions regularly, being willing to explore your feelings and thoughts, and completing homework assignments.

### **Counseling Relationship**

The relationship between therapist and client is a professional relationship in which appropriate boundaries must be maintained. For the most part, the therapeutic relationship begins and ends at the therapist’s office. A therapist cannot be involved in a social relationship or friendship of any kind with a client that exists outside the therapist’s office. Accordingly, if I encounter you in public or socially I will not take the initiative to greet you or acknowledge you. If you choose to acknowledge me that is fine. However, in order to protect your confidentiality, if I am with others I will not introduce you to them.

If I believe that my services are not or will not be appropriate for you, or that our work is complete, I will discuss that with you. I reserve the right to conclude our counseling work, or to refer you to a more appropriate provider, at any time. On your part, please remember that you have the right to terminate treatment at any time, in which case I ask that you discuss your reasons for termination with me.

### **Professional Orientation, Experience and Credentials**

I am a post-graduate therapist with a Master of Arts in Counseling degree from St. Edward's University in Austin, Texas and I am licensed by the Texas State Board of Examiners of Professional Counselors. I have taken further professional development in Rational-Emotive-Behavioral Therapy (REBT) through the Ellis Institute in New York, New York.

### **Confidentiality**

Texas state law requires that I keep information you provide to me confidential unless you provide me with a signed release form granting me permission to disclose it. There are, however, certain exceptions to confidentiality in which I am obligated by law to disclose information:

- If I have reason to believe that you may harm yourself or someone else or if there is a probability of immediate mental or emotional injury to you
- If I have reason to believe that you are involved in or have knowledge of abuse or neglect of a child, an elderly person or a disabled person
- If I am ordered to disclose by a state or federal court or under certain provisions of the Patriot Act of 2001
- If a client reports professional misconduct perpetrated by a previous clinical provider

The Austin metropolitan area is considered a mid-sized city. It is still small enough, however, that there is a slight chance you will know one or more of my clients. You may "bump into" a friend, professional colleague, neighbor or other person known to you as you arrive or depart my office. Understand that I meet with people in my office for reasons other than therapy and that I do not acknowledge working with or even knowing any of my clients without his or her permission.

I may occasionally find it helpful to consult other mental health professionals about a case. During a consultation I make every effort to avoid revealing your identity. The other professionals are also legally bound to keep the information confidential. I will not tell you about these consultations unless I believe it is important for our work together.

### **Confidentiality with regard to minors**

The parents or legal guardians of a client under the age of 18 have the right to access their child's medical records. The exception to this is the case of an emancipated minor. A minor is emancipated if on active duty with the armed services, is married, or is 16 years of age or older *and* resides separate and apart from his/her parents, managing conservator, or guardian *and* manages his/her own financial affairs.

### **Physical Health**

Psychological disorders and symptoms often have a strong correlation with physical illnesses. At times, some medical conditions require a differential diagnosis to determine symptom etiology. If your presenting symptoms are organic in origin, it is critical that you obtain medical treatment. Therefore, if you have not had a physical within the last 6 months I recommend that you do so.

### **Scheduling**

Keeping a regular appointment schedule is essential to effective psychotherapy. Although unexpected events may occasionally interfere with regular attendance, consistent attendance is critical. Policies on attendance are:

- Clients who cannot attend a session agree to notify me at least 24 hours in advance whenever possible.
- Clients may be charged for any session cancelled with less than 24 hours notice.
- Clients agree to attend at least 75% of scheduled sessions during any given period.
- Non-adherence to these policies may result in termination or suspension of services.
- Services may be transferred or terminated at any time by me if I deem it to be therapeutically appropriate.
- **Cell phones and other electronic devices should be silenced for the duration of each session.**

If you have special circumstances that make adherence to these policies difficult or impossible, please discuss them with me.

### **Length and number of sessions**

Sessions typically last 55 minutes. They are expected to begin and end promptly. I understand there may be instances when you arrive late for a session, however late arrival will not extend the scheduled ending time for the session. I also expect myself to be on time and, if I am not, I will offer an appropriate remedy (making up the time, pro-rating the fee, etc.). The total number of sessions depends on a number of factors, such as the client's goals, rate of progress and so on. I periodically conduct progress assessments with clients so that we can mutually understand and agree on the course of treatment. However, clients are encouraged to discuss their treatment plan with me at any time.

### **Fees/Payment**

My fee is \$110 per session. I accept Aetna and Blue Cross/Blue Shield. For those without these insurance plans I offer a sliding fee scale structured to allow provision of mental health services based on a client's ability to pay. My suggested scale is:

- \$10.00/hour for every \$10,000 in annual household income
- Minimum fee of \$70.00/hour; maximum fee of \$110.00/hour

For example: A client has an annual household income of \$63,000. At \$10.00 for every \$10,000 in household income the fee for each session would be \$63.00.

I ask clients to use this scale as a guide for determining their established rate.

Payment policies are as follow:

- Payment is due at the beginning of each session
- Check, cash, money order and major credit cards are accepted
- If payment cannot be made for the current appointment, arrangements must be made for payment by the following scheduled appointment
- If payment is not made as described above, sessions may be suspended until payment is made
- If a client becomes more than one session delinquent in payment, termination or suspension of services may result
- Clients will be charged a \$20.00 service fee for checks returned unpaid

I may raise my fees nominally, but not without a 60 day written notice to each client.

### **Custody of Records**

In the event of my death, incapacity or termination of practice custody of records will be transferred to:

Dawn K. Gibson, LCSW  
800 Hwy 290 West  
Dripping Springs, Texas  
*dawn@dawnkgibson.com*

### **Grievances/Complaints**

You have the right to file a confidential grievance if you have an unresolved concern regarding my practice. Grievances should be submitted in writing to:

Complaints Management and Investigative Section  
Texas State Board of Examiners of Professional Counselors  
P.O. Box 141369  
Austin, TX 78714-1369

You can call 800-942-5540 to request forms or obtain more information.

**After hours policies/procedures**

You may contact me by phone or text message. You may also leave messages on my voicemail. If you are difficult to reach, please leave some times when you will be available. These means of communication should be reserved for brief, administrative type messages such as making/cancelling/rescheduling appointments. Telephone and texting are inadequate means to address therapy issues and also present confidentiality concerns.

I do not provide crisis services and will not be held responsible for any damages occurring as a result of unmet crisis or acute care needs. I am not available to respond to emergency situations.

***If you are in crisis or need immediate assistance, call 911 or:***

**BLANCO & HAYS COUNTY  
24-Hour Mobile Crisis Outreach Team  
877-466-0660**

**TRAVIS COUNTY  
24-Hour Mobile Crisis Outreach Team  
512-472-HELP (472-4357)**

**National Suicide Prevention Line  
800-273-8255**

I have read, understood and agree to abide by this agreement and acknowledge my receipt of same.

\_\_\_\_\_  
Printed name of client

\_\_\_\_\_  
Stephen L. McCown, LPC-S

\_\_\_\_\_  
Signature of client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/guardian printed name

\_\_\_\_\_  
Parent/guardian signature

\_\_\_\_\_  
Date