

CARNEY COUNSELING AND FAMILY SERVICES LLC
PROFESSIONAL AGREEMENT & INFORMED CONSENT

Please read the following information carefully. It is your responsibility to understand the conditions of establishing a counseling agreement prior to entering into the counseling relationship. Continuing into the counseling relationship is considered your acceptance and understanding of these terms. Should you have any questions concerning this agreement, please call or e-mail our office.

Carney Counseling and Family Services LLC is established as a limited liability corporation in the State of Texas. Depending on their area of licensure and/or specialty, our therapist's ethical responsibilities and obligations are to the Licensed Professional Counselor's Board, Licensed Marriage and Family Therapist's Board and Licensed Chemical Dependency Counselor's Board. These licensure bodies are a part of the Department of Health in the State of Texas. For purposes of this agreement, the clinicians working for Carney Counseling and Family Services LLC will be referred to as "counselor" and the individual seeking counseling services will be referred to as "client". Please note that we may use the word "provider", "us", and "we" to cover all "Services Provided". The words "we" or "us" may mean one or more professionals who may be involved in providing you services. Please let us know if you have any questions before you sign or agree to the terms of this document

All clients engaging in any form of counseling relationship, must be 18 years of age or older, unless accompanied by a parent during the initial meeting.

Privacy & Confidentiality:

All communications are conducted in a private setting and held in strict confidence. Information shared cannot be released by the counselor to anyone except for the follow exceptions: (1) A client reveals thoughts or plans to harm themselves or others. (2) A client reveals any situation that may be considered abuse or danger to a child or elderly individual. (3) A client reveals any legal issues involving the client that results in demand for information as per a court order. (4) With the clients written consent.

Video Recording of Counseling Sessions:

In all cases, we ask that you consent for your counselor to video record your counseling session. We ask to do this for clinical purposes, for administrative or liability purposes and for supervision or training purposes. Whatever the case, you are fully informed of the reason for us requesting a recording and accept this agreement as formal notification that at all times the session is being recorded. You may refuse to allow the session to be recorded, however, in some cases, we may not be able to provide counseling services unless we can record the session or sessions, or we may be limited in the quality of services that we can provide without a recording.

Recorded sessions will not include identifying information, other than information included during observation. Recorded sessions will be maintained for a short period of time for clinical purposes, for

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administrative or liability purposes and for supervision or training purposes. All recordings will be treated as confidential and kept separately from your process notes. They will ultimately be destroyed by electronic deletion.

Security of Telephone Counseling:

The telephone may be used to collect personal information, should the client not wish to disclose this through e-mail. Telephone counseling services are provided utilizing standard telephone equipment and services. Client agrees to provide counselor with the telephone number they wish to utilize for this service. The call will be made at the scheduled session time. Client holds responsibility for establishing a comfortable environment for themselves, without risk of interruptions or distractions.

Limitations of Services:

Online and Telephone Counseling may not be the most appropriate modes of counseling services for certain situations or individual issues. All therapists employed by Carney Counseling and Family Services LLC are only licensed in Texas. If conversations are frequently held while you are out of state due to work travel or school, an additional informed consent agreement may be necessary. We are not licensed in states outside of Texas. Therefore, an agreement for consulting or life coaching may be necessary.

Clients in an emergency situation or crisis, and/or experiencing thoughts of suicide, self-harm or harming others, must call 911 immediately. Do not call our office. We are not staffed or equipped to provide emergency psychiatric treatment.

Clients with situations involving serious mental health issues requiring intense psychotherapy must seek an individual office counseling session.

Before entering into a counseling relationship, the client agrees to a brief evaluation of needs, and will enter into the agreed mode of counseling services at their own risk.

Risk of Life Changes:

Therapy, counseling, crisis intervention, consultation and education services may have a profound impact. Our work is very intensive and can be stressful. We will give you the option to proceed slowly or at a more rapid pace. In most cases, there is improvement without unexpected problems. However, it is possible that there may be no change, problems or a disruptive change. For example, couples in conflict may decide to divorce. Children may become resistant to changes that you are making in your approach to parenting. Unexpected changes or results sometimes occur and cannot be predicted. In counseling, major life decisions are sometimes made, including decisions involving separation within families, development of other types of relationships, changing employment settings and changing lifestyles. The decisions are a legitimate outcome of the counseling experience as a

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result of an individual's calling into question many of their beliefs and values. Furthermore, symptoms may be intensified and the emotional experience may be too intense to deal with at this time.

We will be available to discuss any of your assumptions or possible negative side effects in our work together.

Legal Issues:

We will not provide legal advice or forensic services as part of treatment. We may bring up issues for you consider, but we recommend you seek legal opinions. Without mutual agreement, and a contract for services, we generally do not provide assessments or recommendations in support of legal actions such as child custody, competency evaluations, law suits or criminal charges. Please notify us immediately if you are involved or may become involved in a legal or criminal matter.

Consent of Minors:

We do not offer or provide services to minors without the permission of both parents, the court or the legal guardian. It is our policy to work with children only when the parents are involved. We will not work with minors who object to our work with their parents as well. Patients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, for children between 14 and 18, it is sometimes our policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, we will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. We will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's authorization, unless we feel that the child is in danger or is a danger to someone else, in which case, we will notify the parents of our concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

Divorce Decrees, Agreements to Final Orders in Suits to Establish Parentage and Any and All Agreed Orders in Suits Affecting the Parent-Child Relationship:

Court orders and legal paperwork are very specific. Our office must have a copy of such paper work prior to treating a minor. The responsibility to inform the other parent of intentions of pursuing counseling falls on you prior to treatment. We feel strongly about parental involvement in counseling. Ideally both legal parents present during the first counseling session would help keep all parties informed.

Contacting Your Provider:

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Due to our work schedule, we may not immediately be available by telephone. While we are usually in our office, we probably will not answer the phone when we are with a patient. When we are unavailable, our telephone is answered by a call services 24 hours a day. We will make every effort to return your call in a timely manner. If you are difficult to reach, please inform us of some times when you will be available.

If you are unable to reach us and feel that you can't wait for us to return your call, contact your family physician or the nearest emergency room and ask for the for assistance regarding a mental health emergency. Please be understanding that our clinicians have families and other obligations. We will do our best to communicate effectively, however after hour charges do apply and are not covered by your insurance company.

If you have an emergency please call the Emergency Room at your nearest hospital, or dial 9-1-1. Please note that Carney Counseling and Family Services LLC does not have emergency services or facilities. **DO NOT TEXT ANY OF OUR THERAPISTS.** The messages are not encrypted.

Evaluation for Services:

Psychological disorders and symptoms often have a strong correlation with medical illnesses. At times, some medical conditions require a medical 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 in the last 6 months it is recommended that you do so. In addition, prescription and nonprescription medications may have significant side effects that may be important for us to consider. We expect full disclosure of all medicines and drug intake and may request a Release of Information so that we can coordinate therapeutic services with your physician. Services provided include therapeutic assessments, psychological evaluations, assessment based interventions, crisis intervention, counseling, psychotherapy and client education. No service will be provided without your consent.

Treatment is Optional and Not Required:

Counseling, psychotherapy and crisis intervention services are not required. We do not work with people who are forced to seek treatment by others. You are free to limit or end treatment at any time. Your wellbeing and stability is important to all of us. Please make a commitment to attend counseling sessions.

Termination of Services:

The client or counselor may choose to terminate the counseling relationship at any time.

The party choosing to terminate the relationship, agrees to contact the other party through e-mail or written letter, with reasons for termination. The client may choose to terminate the counseling

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relationship at any time. If you are not treated by our staff for a period of time exceeding 6 weeks, we will view this as your choice to terminate our counseling relationship. Please notify us if you would like to be referred to another counselor, as we would gladly do so.

The counselor may terminate relationship if they feel the client has reached their goals, the client is not progressing under the counselor's care, or the counselor is not qualified to provide the services needed at this time. The counselor agrees to provide the client with referrals for more appropriate services should this be needed.

Fee Agreement:

Fees are to be paid prior to services provided. Checks or Credit Cards may be used as payment for office visits.

- Initial Counseling session (90 minutes) \$175
Evaluation, complete history, and establishment of tentative diagnosis

- Initial Insurance Counseling session (60 minutes) Copay / Deductible
Evaluation, complete history, and establishment of tentative diagnosis

- Scheduled Individual Psychotherapy (30 minutes) \$70
Face to face, Skype or telephone

- Scheduled Individual Psychotherapy (50 minutes) \$135
Face to face, Skype or telephone

- Scheduled Family Psychotherapy (50 minutes) \$135

- After Hours Crisis Psychotherapy (up to 50 minutes) \$225 Minimum
Face to face, Skype or telephone

- Any Police involvement, 911 calls, interacting with the FBI \$100 per interaction

- Phone calls and emails are billable \$25 billed at 15min increments

Commercial insurance companies have negotiated fee agreements with their preferred providers. Any additional time requirements will be an out of pocket expense for you. If a serious matter arises

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in session and additional time is needed, you will be charged for that time. Example...if we need to reschedule / "bump" clients to continue your treatment you will be charged and expected to pay the associated fees.

We have a limited number of openings for a sliding scale fee. We recognize that this is an important service that we can offer, particularly in these tough economic times.

We are not on all insurance panels. We are; however, willing to work with your insurance company so that you may be reimbursed for our services.

You will need to check with them about their policies for out-of-network coverage and we are glad to print your charges on the proper forms.

Because of the problems with managed care and their increasing need for confidential information, we have decided to limit participation on their panels. We have some concerns about the need to give clients a mental health diagnosis and the possible repercussions as these diagnoses generally follow you and some may even increase your rates.

Most insurance companies require us to provide you with a clinical diagnosis. Some require that we also add treatment plans or summaries, or, in rare cases, copies of the entire record.

This information will become part of the insurance company's files and will probably be stored in a computer. Though all insurance companies report that these records are confidential, we have no control over what happens to it once it is in their hands. In some cases, they may share information with a national medical information data bank. We will provide you with a copy of any report that we submit if you request it.

At this time we are accepting cash pay, Blue Cross Blue Shield and Aetna clients. We are willing to provide documentation to assist you in billing your own insurance company.

Checks and Credit Cards are accepted for payment.

Carney Counseling and Family Services LLC
6039 W. Interstate 20
Arlington, Texas 76017

214-931-9949

What generally happens in the first session?

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We use the first session as an opportunity to get to know each other so that we can both evaluate if we are able to work together, if we can be helpful to you and you can feel comfortable with us and our style.

At the first session, we want to get an understanding of how each person would describe the problem that brought them to therapy. We also will spend time setting goals and getting a clear understanding of how things will look when therapy is over.

We also want our clients to leave with a clear understanding of some steps that they can take to achieve the changes that they want. Occasionally we will provide homework, exercises or reading for clients to complete in between the sessions.

How long are sessions?

Sessions last for 50 minutes. We are open to contracting for longer sessions as some would like to spend a more concentrated amount of time, especially if they are traveling from out of town.

How long does treatment usually last?

We generally see people 8-10 times over 3-4 months. We have several clients who complete their work more quickly, others who take longer. We have some clients who schedule regular monthly or quarterly appointments with us just to stay on track.

Missed or Canceled Appointments:

Clients agree to cancel appointments at least 24 hours in advance. Clients not giving proper cancellation notice will be charged a \$75.00 fee for the first missed appointment and \$125 thereafter for each missed appointment. Insurance companies do not pay for missed sessions. Outstanding balances must be handled prior to the next counseling session.

Referrals for Additional Services:

Occasionally the client may need additional services not offered by counselor. Counselor will provide client with referrals if possible. However, client holds the responsibility and risk for contracting and accepting these services and their outcomes.

Ethical and Professional Standards:

The ethical guidelines and practice standards published by Texas State Board of Examiners of Professional Counselors are adhered to in this practice. In our lobby there are trifold brochures explaining in detail what to expect from mental health providers and how to file complaints with the necessary licensure boards.

Patient Questions:

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Patients are encouraged to directly address any and all questions about services to the service provider, Michael Carney, LPC LMFT LCDC. Questions about consumers' rights as well as complaints against the therapist may be addressed to:

Texas State Board of Examiners of Professional Counselors
Complaints Management and Investigative Section
P.O. Box 141369
Austin, Texas 78714-1369
Phone #: 1-800-942-5540

Signatures Verifying Agreement:

Your signature below indicates that you have read the information in this document, that you have understood it, and that you agree to abide by its terms as long as you are a Carney Counseling and Family Services LLC client. By making arrangements to use the counselor's services, you are agreeing to all conditions stated in this policy.

1. I have read this information and I consent to engage in psychotherapy services.
2. I understand I am financially responsible for services provided by Carney Counseling and Family Services LLC. This includes deductibles and any outstanding or additional fees.
3. I understand that Michael Carney LPC LMFT LCDC is an employee of Carney Counseling and Family Services LLC and is not an independent contractor.
4. I agree to conflict resolution by professional arbitration in lieu of a jury trial in the event of legal proceedings.
5. I agree to pay for the time required to provide the needed services to you

Client Name: _____

Signature: _____

Date: _____

Client Name: _____

Signature: _____

Date: _____

Client Name: _____

Signature: _____

Date: _____