

Carney Counseling and Family Services LLC

Helping you get from where you are to where you want to be.

OFFICE POLICIES, GENERAL INFORMATION AND INFORMED CONSENT FOR THERAPY AND COUNSELING SERVICES

Please read the following information carefully. It is your responsibility to understand the conditions of establishing a counseling agreement before 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 my office.

Carney Counseling and Family Services LLC is established as a limited liability corporation in the state of Texas. Depending on Michael Carney, Ph.D.'s area of licensure and specialty, his 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. Please let him know if you have any questions before you sign or agree to the terms of this document. All clients engaging in any form of the counseling relationship must be 18 years of age or older unless accompanied by a parent during the initial meeting.

CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except where disclosure is required by law.

WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW: Some of the circumstances where disclosure is required or may be required by law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client presents a danger to themselves or others. Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by Michael Carney, Ph.D. In couples and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Michael Carney, Ph.D. will use his clinical judgment when revealing such information. Michael Carney, Ph.D. will not release records to any outside party unless he is authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client.

CONTACTING YOUR PROVIDER: Michael Carney, Ph.D.'s regular office hours are Monday - Friday from 10:00 a.m. until 7:00 p.m. and Saturdays beginning at 9:00 a.m. He may be reached by calling 214-931-9949. You may leave a message with your name and contact information. If your call is not an emergency, he will return it within one business day. His number is answered 24 hours a day, seven days a week. You may use this number to schedule or change an appointment or leave a message. He does his best to return routine calls received during office hours (10:00

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a.m. - 7:00 p.m.) as quickly as possible, but there can be unavoidable delays. If for any reason you cannot reach Michael Carney, Ph.D. during these times, or you experience an emergency outside of these times, please go to your nearest hospital emergency room or call 911. Please note that Carney Counseling and Family Services LLC does not offer emergency services or facilities. In the event Michael Carney, Ph.D. becomes incapacitated or dies, it will become necessary for another therapist to take possession of your file and records. By signing this consent form, you agree to allow another licensed mental health professional selected by Carney Counseling and Family Services LLC to take possession of your file and records and provide you with copies upon request or to deliver them to a therapist of your choice.

Checks and Credit Cards are accepted for payment. The mailing address for payments and correspondence:

Carney Counseling and Family Services LLC
200 N Mesquite Street
Arlington, Texas 76011

EMERGENCY: If there is an emergency during therapy, or in the future after termination, where Michael Carney, Ph.D. becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, he will do whatever he can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, he may also contact the person whose name you have provided on the biographical sheet.

HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/EAP in order to process the claims. If you so instruct Michael Carney, Ph.D., only the minimum necessary information will be communicated to the carrier. Michael Carney, Ph.D. has no control over, or knowledge of, what insurance companies do with the information he submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

LITIGATION: Sometimes patients become involved in litigation while they are in therapy or after therapy has been completed. Sometimes patients (or the opposing attorney, in a legal case) want the records disclosed to the legal system. Due to the nature of the psychotherapeutic process and the fact that it often involves making a full disclosure with regard to many matters, clients' records are generally confidential and private in nature. Patients should know that very serious

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consequences can result from disclosing therapy records to the legal system. Such disclosures may negatively affect the outcome of custody disputes or other legal matters and may negatively affect the therapeutic relationship. If you or the opposing attorney are considering requesting Michael Carney Ph.D.'s disclosure of the records, Michael Carney, Ph.D. will do his best to discuss with you the risks and benefits of doing so. As noted in this document, you have the right to review your own psychotherapy records anytime.

CONSULTATION: Michael Carney, Ph.D. consults regularly with other professionals regarding his clients; however, each client's identity remains completely anonymous and confidentiality is fully maintained.

E-MAILS, CELL PHONES, TEXTS, COMPUTERS, AND FAXES: It is very important to be aware that computers and unencrypted emails, texts, and e-fax communications (which are part of the clinical records) can be rather easily accessed by unauthorized people and, hence, can compromise the privacy and confidentiality of such communications. Emails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all emails, texts and e-faxes that go through them. While data on Michael Carney, Ph.D.'s laptops are encrypted, emails, texts and e-faxes are not. It is always a possibility that e-faxes, texts, and emails can be sent erroneously to the wrong address and computers. Michael Carney, Ph.D.'s laptops are equipped with a firewall, a virus protection and a password, and he backs up all confidential information from his computer on a regular basis onto an encrypted hard-drive. Also, be aware that phone messages are transcribed and sent to Michael Carney, Ph.D. via unencrypted emails. Please notify Michael Carney, Ph.D. if you decide to avoid or limit, in any way, the use of email, texts, cell phones calls, phone messages, or e-faxes. If you communicate confidential or private information via unencrypted emails, texts or e-faxes or via phone messages, Michael Carney, Ph.D. will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and he will honor your desire to communicate on such matters. Please do not use texts, emails, voice mails, or faxes for emergencies.

RECORDS AND YOUR RIGHT TO REVIEW THEM: Both the laws and the standards of Michael Carney, Ph.D.'s profession require that treatment records be kept for at least FIVE years. Please note that clinically relevant information from emails, texts, and faxes are part of the clinical records. Unless otherwise agreed to be necessary, Michael Carney, Ph.D. retains clinical records only as long as is mandated by Texas law. If you have concerns regarding the treatment records, please discuss them with Michael Carney, Ph.D. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Michael Carney, Ph.D. assesses that releasing such information might be harmful in any way. In such a case, Michael Carney, Ph.D. will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, Michael Carney, Ph.D. will release information to any agency/person you specify unless Michael Carney, Ph.D. assesses that releasing such information

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might be harmful in any way. When more than one client is involved in treatment, such as in cases of couples and family therapy, Michael Carney, Ph.D. will release records only with signed authorizations from *all* the adults (or all those who legally can authorize such a release) involved in the treatment.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact Michael Carney, Ph.D. between sessions, please leave a message at the answering service (214) 931-9949 and your call will be returned as soon as possible. Michael Carney, Ph.D. checks his messages a few times during the daytime only, unless he is out of town. If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away call Psychiatric Emergency Services, 24-hour crisis line or the Police: 911. Please do not use email or faxes for emergencies. Michael Carney, Ph.D. does not always check his email or faxes daily.

PAYMENTS & INSURANCE REIMBURSEMENT: *Clients are expected to pay the standard fee of \$125.00 per 45 minute or \$150.00 per hour session at the end of each session or at the end of the month unless other arrangements have been made.* Telephone conversations, site visits, writing and reading of reports, consultation with other professionals, the release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify Michael Carney, Ph.D., if any problems arise during therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. Unless agreed upon differently, Michael Carney, Ph.D. will provide you with a copy of your receipt monthly, which you can then submit to your insurance company for reimbursement, if you so choose. As was indicated in the section, Health Insurance & Confidentiality of Records, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. By signing this document, you acknowledge responsibility for unpaid claims balances within your insurance company's contracted rate. Carney Counseling and Family Services LLC does not engage in balance billing. You will only be financially responsible for your fees, as determined by your insurance provider.

If your account is overdue (unpaid) and there is no written agreement on a payment plan, Michael Carney, Ph.D. can use legal or other means (courts, collection agencies, etc.) to obtain payment. Sometimes he has to provide additional clinical information such as treatment plans or summaries or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, Michael Carney, Ph.D. has no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. He will provide you with a copy of any report he submits if you request it. By signing this Agreement, you agree that Michael Carney, Ph.D. can provide requested information to your insurance company.

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If you plan to use your insurance, authorization from the insurance company may be required before they will cover therapy fees. If you did not obtain authorization and it is required, you *will* be responsible for full payment of the fee. Many policies have a percentage of the fee (which is called co-insurance) or a flat dollar amount (referred to as a co-payment) to be covered by the patient. Either amount is to be paid at the time of your visit by check or cash.

Also, some insurance companies have a deductible, which is an out-of-pocket amount, that must be paid by you before the insurance companies are willing to begin paying any amount for services. This will typically mean that you will be responsible for paying for initial sessions with Michael Carney, Ph.D. until your deductible has been met; the deductible amount may also need to be met at the start of each calendar year. Once he has all of the information about your insurance coverage, he will discuss what you can reasonably expect to accomplish with the benefits that are available and what will happen if coverage ends before you feel ready to end your sessions.

It is important to remember that you always have the right to pay for Michael Carney, Ph.D.'s services yourself to avoid the problems described above, unless prohibited by his provider contract. If Michael Carney, Ph.D. is not a participating provider for your insurance plan, he will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, he can refer you to a colleague.

FEE AGREEMENT:

Initial Counseling session (60 minutes) Evaluation, complete history, and the establishment of tentative diagnosis	\$150
Individual Psychotherapy (60 minutes) Face to face, Telehealth or telephone	\$150
Family Psychotherapy (60 minutes)	\$150
No Show / Late Cancel	\$100
Special Reports or Forms	Hourly rate
Court Appearance by Subpoena	\$500 an hour / 4-hour minimum

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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.

Questions about consumers' rights as well as complaints against Michael Carney, Ph.D. may be addressed to:

**Texas State Board of Examiners of Professional Counselors
Texas State Board of Examiners of Marriage and Family Therapists
Licensed Chemical Dependency Counselor Program
Texas State Board of Social Worker Examiners
Complaints Management and Investigative Section
P.O. Box 141369
Austin, Texas 78714-1369
1-800-942-5540**

Licensed Professional Counselor	#66780	Active	05/31/2023
Marriage and Family Therapist	#201655	Active	05/31/2022
Licensed Chemical Dependency Counselor	#11358	Active	05/31/2023
Licensed Baccalaureate Social Worker	#36440	Active	05/31/2023

THE PROCESS OF THERAPY, EVALUATION AND SCOPE OF PRACTICE: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. Michael Carney, Ph.D. will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. Michael Carney, Ph.D. may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, Michael Carney, Ph.D. is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational.

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RECURRING CREDIT CARD PAYMENT AUTHORIZATION: You authorize regularly scheduled charges to your credit card. You will be charged the amount indicated below each billing period. A receipt for each payment will be provided to you upon request and the charge will appear on your credit card statement. You agree that no prior-notification will be provided unless the date or customary amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

I _____ authorize Carney Counseling and family Services LLC to charge my Credit Card indicated below for copayments and insurance deductibles on or after the date of service. I am fully aware that I am financially responsible for any and all services that my insurance company denies to cover at their negotiated rate. (No Balance Billing)

Missed sessions, cancelations and rescheduling appointments with less that a 48-hour notice will result in a fee of \$100 for each occurrence.

BILLING INFORMATION

Billing Address _____ Phone # _____

City, State, Zip _____ Email _____

CARD DETAILS

Visa MasterCard Discover American Express

Cardholder Name _____

Account/CC Number _____

Expiration Date ____ / ____

CVV _____

Zip Code _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Carney Counseling and family Services LLC in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. I acknowledge that the origination of Credit Card transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this Credit Card and will not dispute these scheduled transactions; so long as the transactions correspond to the terms indicated in this authorization form.

SIGNATURE _____ DATE _____

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(Cardholder's Signature)

MINORS IN THERAPY: If you are under eighteen years of age, please be aware that the law may give your parents or guardians the right to obtain information about your treatment and/or examine your treatment records. It is the policy to request a written agreement from your parents or guardians indicating that they consent to give up access to such information and/or, to your records. If they agree, Michael Carney, Ph.D. will provide them only with general information about your work together subject to your approval, or, if he feels it is important for them to know in order to make sure that you and people around you are safe. If he thinks it is appropriate, he will involve them if he feels that there is a high risk that you will seriously harm yourself or another/others. Before giving them any verbal or written information, he will discuss the matter with you, if possible. Michael Carney, Ph.D. will do the best he can to resolve any differences that you and he may have about what he may discuss.

PHONE or EMAIL THERAPY: Consulting with clients exclusively over the telephone or via text messages or emails rather than in person (face-to-face) in the therapist's office brings additional complexities and potential disadvantages to the therapeutic process. When appropriate, Michael Carney, Ph.D. may recommend that your first find a local therapist with whom you can meet face to face. If Michael Carney, Ph.D. is not aware of a local referral, one way to find such a therapist is to use a service like *Psychology Today*. Treating clients exclusively via phone consultations or emails may put Michael Carney, Ph.D. at a disadvantage because he cannot detect nonverbal cues, may not be able to accurately diagnose, may not always be aware of the resources available locally, and may not be able to intervene as effectively as necessary in emergency situations. Acute crises and severe psychological disturbances, such as schizophrenia, dissociation, bipolar or some types of personality disorders may not be effectively handled exclusively via phone, email or other web based communications. As was noted in the Termination section, if Michael Carney, Ph.D. assesses, at any point, that he is not effective in helping you reach the therapeutic goals via the telephone sessions, he is obligated to discuss it with you and, if appropriate, to terminate treatment.

TREATMENT PLANS: Within a reasonable period of time after the initiation of treatment, Michael Carney, Ph.D. will discuss with you his working understanding of the problem, treatment plan, therapeutic objectives, and his view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, Michael Carney, Ph.D. 's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits.

SOCIAL NETWORKING AND INTERNET SEARCHES: At times, Michael Carney, Ph.D. may conduct a public data web search on his clients before the beginning of therapy or during therapy. If you have concerns or questions regarding this practice, please discuss it with Michael Carney, Ph.D. He does not accept friend requests from current or former clients on social

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networking sites, such as Facebook due to the fact that these sites can compromise clients' confidentiality and privacy. For the same reason, Michael Carney, Ph.D. requests that clients do not communicate with him via any interactive or social networking websites.

AUDIO OR VIDEO RECORDING: Unless otherwise agreed to by all parties beforehand, there shall be no audio or video recording of therapy sessions, phone calls, or any other services provided by Michael Carney, Ph.D.

STATEMENT OF CONFIDENTIALITY: I have been informed that all documents and/or information pertaining to counseling services are highly private and confidential. Michael Carney, Ph.D. intends to keep any such information completely private and confidential and understand it is never to be read by, shared with, mentioned or reviewed by anyone except Michael Carney, Ph.D.

CANCELLATION: Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 48 hours (2 days) notice is required for re-scheduling or canceling an appointment. Unless you reach a different agreement, the full fee will be charged for sessions missed without such notification. Insurance companies do not reimburse for missed sessions.

Michael Carney, Ph.D. provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within his scope of practice.

TERMINATION: As set forth above, after the first couple of meetings, Michael Carney, Ph.D. will assess if he can be of benefit to you. Michael Carney, Ph.D. does not work with clients who, in his opinion, he cannot help. In such a case, if appropriate, he will give you 3 referrals that you can contact. If at any point during psychotherapy Michael Carney, Ph.D. either assesses that he is not effective in helping you reach the therapeutic goals or perceived you as non-compliant or nonresponsive, and if you are available and/or it is possible and appropriate to do, he will discuss with you the termination of treatment and conduct pre-termination counseling. In such a case, if appropriate and/or necessary, he would give you three referrals that may be of help to you. If you request it and authorize it in writing, Michael Carney, Ph.D. will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, Michael Carney, Ph.D. will give you 3 referrals that you may want to contact, and if he has your written consent, he will provide them with the essential information needed. You have the right to terminate therapy and communication at any time. If you choose to do so, upon your request and if appropriate and possible, Michael Carney, Ph.D. will provide you with the names of other qualified professionals whose services you might prefer.

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I have read the above Office Policies and General Information, Agreement for Psychotherapy Services or Informed Consent for Psychotherapy carefully (a total of 10 pages); I understand them and agree to comply with them:

Client's Name (print) _____

Signature _____ Date _____

Client's Name (print) _____

Signature _____ Date _____

Client's Name (print) _____

Signature _____ Date _____

Client's Name (print) _____

Signature _____ Date _____