



INFORMED CONSENT

Ken Haney MA, LPC
Licensed Professional Counselor, #74222
4037 S.W. 50th Suite 115
806-236-1832

GENERAL INFORMATION

My name is Ken Haney. I have a Masters Degree in Professional Counseling and am a Licensed Professional Counselor, #74222 in the State of Texas under the occupations code, chapter 681 which allows me to provide counseling to individual, couples, family and group.

I work with individuals, couples, and families from across the lifespan dealing with various issues in their lives. Although I am capable of handling a variety of problems, there may situations that I will recommend you to another specialized therapist so you will be better served. Please note that I am not a Psychiatrist, (who is a medically trained doctor), so I am unable to prescribe medication. Also, I am not a Licensed Psychologist and I am unable to administer certain diagnostic tests.

My approach is an empathetic talk therapy that incorporates multiple therapeutic interventions such as Family Systems, Marital (if married), Group, Child/Adolescent/Play Therapy, Cognitive/Behavioral, Solution Focused, Emotion Focused, and Restoration Therapy Modalities.

APPOINTMENTS

Your first initial visit will be an assessment session which you and I will determine your concerns, and if we both decide that I can provide your therapeutic needs, then we will work on treatment objectives together. **Appointments are typically scheduled on a weekly basis and are approximately 50 minutes long.** More frequent sessions or an intensive outpatient schedule are available if determined appropriate. **Group sessions are approximately 90 minutes long.** If you must cancel or reschedule your appointment, please call 806.236.1832 at least 24 hours in advance. **Appointments that are not cancelled at least 24 hours in advance will be charged to your account.**

Due to the confidentiality policy, excluding minors, we are unable to schedule, confirm, adjust or cancel an appointment from anyone other than the client being seen unless a signed release is on file. If you and your spouse/partner are being seen together for the indicated session, it is acceptable for one party to schedule, confirm, adjust, or cancel an appointment. However, we will **not** notify the spouse/partner of the appointment change. In the event of a family or medical emergency a note will be made on the account without disclosing to a third party or family member unless a release is on file.

PAYMENT

Licensed Professional Counseling sessions are **\$150.00** per session. There may be other fees assessed for separate profiles or educational materials. I will work with you on a sliding scale fee under certain circumstances. I am in network with Blue Cross Blue Shield, Optum and United Health Care among others. For insurance companies that I am not in network with, I can give you a superbill which you can submit to your insurance company for reimbursement. In those instances you would pay me for each session as they occur. Check, cash or debit card payments are accepted.

In unusual cases you may become involved in litigation that may require my participation. You will be expected to pay for the professional time required at a rate of \$150.00 an hour.

Full payment of fees is expected at the beginning of each appointment. Subsequent sessions will then be scheduled at the conclusion of that session if determined necessary. By signing this agreement you understand that you are fully responsible for all fees.

If you fail to cancel an appointment within 24 hours of the scheduled session you may be charged for the full amount of the session. You should do your best to inform the therapist as soon as possible if you realize that you will not be able to keep an appointment. Insurance cannot be billed for sessions that you don't keep. You will be responsible to pay the full amount.

MINORS

Minors must have parental consent for counseling with the exception that the client is:

- 16 years of age or older and resides apart from the parents/guardians and manages his/her own financial affairs
- Thinking about suicide
- Concerned about alcohol or drug addiction/dependency
- Being sexually, physically, or emotionally abused.

Consenting parents have the right to examine the treatment records of children under the age of 18. In order that minors may have the trust of a protected environment, it is your therapist's practice to ask the parents to forego that right (progress with the parent/guardian may be discussed) with the exception of extreme circumstances (see confidentiality above).

At the termination of treatment and upon request, your therapist will provide the parent(s)/guardian(s) with a summary of treatment. It is important to note that in the state of Texas children under 17 many not have consensual sex (by law it is considered indecency with a child and therefore child abuse) and the state of Texas requires a therapist to breach confidentiality and report such activity to Child Protective Services (CPS). If your therapist is required to make such a report to CPS about your child, you will be informed as well.

CONFIDENTIALITY OF ALL ELECTRONIC COMMUNICATIONS

This includes but is not limited to the following: Email, Skype (or any other face time service), chat, mobile devices, cell phones or fax. Please know that our office will maintain your confidentiality to the best of our ability; however, we cannot guarantee this with any electronic communication. If you choose to email me from your personal email account, please limit the contents to pragmatic and/or clinical concerns. Please know you may be charged applicable fees for a session.

In the event you are contacted or place a call to our staff, please be aware that unless we are both on landline phones, the conversation is not considered confidential and it is possible that your PHI/ePHI could be exposed. Likewise, text messages are not confidential and it is not advised or appropriate to converse about personal issues via text. Face to face sessions are for this purpose. I will make every effort to keep all information confidential. Likewise, it is important that you carefully determine who has access to your computer and electronic information from your location. This would include family members, co-workers, supervisors, and friends. Please only communicate through a computer that you know is safe, i.e. wherein confidentiality can be ensured.

Be sure to fully exit all online counseling sessions and emails. If you are unable to connect or are disconnected during a session due to a technological breakdown, please try to reconnect within 10 minutes. If reconnection is not possible, call 806.236.1832 to schedule a new session time.

With your consent information reminding you of appointment times and discussing insurance issues may be texted or emailed or both to you for your convenience.

DUAL RELATIONSHIPS/SOCIAL NETWORKING

Not all dual relationships are unethical or avoidable. Dual relationship situations might impair your therapist's objectivity, clinical judgment, or therapeutic effectiveness, thus will not be encouraged. If our paths should cross in public, I will not acknowledge you unless you initiate contact. It is preferred that you decide whether or not to disclose your acquaintance (therapist) to others.

Please be aware that our social networking sites are utilized as a "blog" and not intended to replace personal therapy sessions. In regards to your therapist's personal social networking sites, your therapist may choose not to accept your invitation in the interest in protecting your privacy.

RELEASE OF INFORMATION

If information needs to be released it will only be done according to state law and with a written consent (separate form) from the client indicating an informed consent of such release. In the case of marital therapy, the client is the couple, not individuals; therefore, all records can only be released when both parties consent in writing or if mandated by the court.

INCAPACITY OR DEATH

In the event of the incapacitation or death of myself, it will be necessary to assign your case to another therapist and for that therapist to have possession of your treatment records. By your signature on this form, you are consenting to another LPC/ LPC-Supervisor, LMFT/LMFT-Supervisor, which are personally chosen colleagues preferred by myself, to take possession of your records OR to deliver them to another LPC/LPC-Supervisor, LMFT/LMFT-Supervisor of your choosing.

EMERGENCY SITUATIONS

It is my desire to provide the highest level of care to clients both inside and outside of sessions. For scheduling and non-emergency situations, please contact me at 806.236.1832. In the event you encounter a personal emergency, which will require prompt attention, I will make every effort to accommodate and appointment. If your emergency arises after hours or on the weekend, clients are encouraged to contact a family member, call 911 or go directly to the nearest emergency department.

MODIFICATION AND CONFLICT RESOLUTION

It is agreed that any disputes or modification of agreement shall be negotiated directly between the therapist and client(s). If these negotiations are not satisfactory, then the therapist's client(s) agree to mediate any differences with a mutual acceptable third-party mediator, consisting first of another therapist of the practice. If these negotiations are unsatisfactory, the parties shall move to arbitration and then binding arbitration, choosing an arbitrator mutually agreeable by both. Litigation shall be

considered only if and after all of these methods of resolution are given a good faith effort and are unsatisfactory.

RISKS/BENEFITS

It is agreed that the client shall make a good-faith effort at personal growth and engage in the therapeutic process as an important priority at this time in his/her life. Therapy is designed to assist clients in resolving issues and dealing with painful life problems. Your therapist will make every effort to make therapy successful in this manner; however, you should know that therapy is no guarantee that you will solve your problems and that issues will be resolved. Furthermore please be aware, that through the course of therapy, we may expose issues that may cause additional problems to you and bring more life distress. Participation in therapy means that you accept these risks and are willing to deal with the potential problems. Suspension, termination, or referral shall be discussed for lack of commitment or for any unresolved conflict or impasse between counselor and client as soon as possible.

CONFIDENTIALITY

Discussions between a therapist and a client are generally confidential and protected by law. No information will be released without the client's written consent unless mandated by law. Possible exceptions to confidentiality include but are not limited to the following situations:

- Child abuse
- Abuse of the elderly or disabled
- Abuse of patients in mental health facilities
- Sexual exploitation
- AIDS/HIV infection and possible transmission
- Criminal prosecutions
- Child custody cases
- Suits in which the mental health of a party is in issue
- Situations where the therapist has a duty to disclose, or where, in the Therapist's judgment, it is necessary to warn or disclose
- Fee disputes between the therapist and the client
- Negligence suit brought by the client against the therapist
- Filing of a complaint with the licensing or certifying board

If you have any questions regarding confidentiality, you should bring them to my attention so that we can discuss this matter further. I hold confidentiality between clients in the highest regard and will make every effort to protect information shared in our session together. By signing this Information and Consent Form, you are giving consent to Ken Haney, Licensed Professional Counselor to share confidential information with all persons mandated by law, with the agency that referred you and are also releasing and holding harmless the undersigned therapist from any departure from your right of confidentiality that may result.

Complaints:

An individual who wishes to file a complaint against a Licensed Professional Counselor may write to:

Complaints Management and Investigative Section

P.O. Box 141369

Austin, Texas 78714-1369

You may also call 1-800-942-5540 to request the appropriate form or obtain more information.