

Behavioral Health Associates, P.C.
Brian D. Carr, Ph.D.
WELCOME TO MY OFFICE

It is often helpful to have a written copy of office policies so that you may refer to it at any time. If there are any further questions you may have please feel free to discuss them with me.

Training and Licensure

Born and raised in Lubbock I completed my Bachelor's degree at Texas Tech. I received a Master of Arts degree from St. Mary's University in San Antonio in 1983, with practica at Villa Rosa Rehabilitation Hospital and the University of Texas Health Science Center at San Antonio. I completed my Ph.D. in Counseling Psychology at Indiana State University in 1988, and interned at the Olin E. Teague Veterans' Hospital in Temple, Texas. Following my internship I served as an assistant professor in the Departments of Psychology and Rehabilitation Science at UT Southwestern Medical Center at Dallas. In June of 1991 I returned to Lubbock and was program director of Bio-Behavioral Medicine at St. Mary of the Plains Hospital. Since June of 1991 I have been in private practice as an associate of Behavioral Health Associates, P.C. I currently hold license as a psychologist in Texas and maintain membership in various professional organizations.

Approach to Counseling

My approach to counseling varies somewhat with the needs of my clients. Primarily I utilize a cognitive-behavioral approach based on the principles of self-monitoring and social learning. It is also important to appreciate an individual's developmental history, their family of origin, and their current self/other perceptions. My style is interactive as I view the therapeutic relationship as a partnership between the client and therapist. Responsibility for change resides with the client with my role being that of information provision, insight reflection, and social support. You should note that therapy produces changes and may unleash strong feelings. You need to be aware of the potential strains on yourself and your relationships which may occur during therapy.

Psychological therapy, or psychotherapy, is a joint effort between the psychologist and the patient to alleviate the problem. Progress depends on many factors such as the complexity and duration of the problem, the skill of the psychologist, the motivation of the patient, and other life and situational circumstances. While results cannot be guaranteed, most patients/clients find that they benefit from psychotherapy.

The therapist and the patient/client should agree on specific goals for therapy such as symptom reduction, improved communication and/or interpersonal skills, ability to return to work, or the like. Goals will in all likelihood change as the therapy progresses and should be renegotiated accordingly.

As with any powerful treatment, there are some risks as well as many potential benefits. You should always think about both the risks and benefits before making a treatment decision. If you are involved in psychological testing, regardless of whether or not it is for a forensic evaluation, it can lead to fatigue and emotional depletion. Therapy can result in some individual change and unleash strong feelings. For example, in therapy, there is a risk that clients, will, for a time, have uncomfortable levels of sadness, anger, guilt, anxiety, frustration,

loneliness, helplessness or other negative feelings. Clients may recall unpleasant memories. These feelings or memories may bother you at work, school, or home. Also, some people in the community may erroneously view anyone in therapy as weak, or perhaps seriously ill or even dangerous. Also, clients may have problems with people that are very important in their lives. You should be aware of the possibility for potential family, and/or marital strain that may occur during therapy. Family secrets may be told. Therapy may disrupt a marital relationship and sometimes may even lead to separation or divorce. Sometimes, too, it is possible for a client's problems to worsen immediately after beginning therapy. Most of these risks are to be expected when people are making important changes in their lives. Finally, it is important to note that, even with the best effort on the part of both of us; therapy may not work out well for you. For individuals that have chronic problems involving suicidal behavior (e.g., repeated suicide attempts), one of the risks of outpatient psychotherapy is death, although this is infrequent and relatively rare in outpatient care. If you've experienced suicidal thoughts and/or engaged in suicidal behavior in the past (or are currently experiencing one or both of these problems), the possibility of a suicide attempt during outpatient care exists, but are relatively low. We will talk more specifically about the issue of suicidal thoughts and behavior in our commitment to treatment agreement. In particular, we'll come to an agreement about how to address suicidality in treatment, particularly the use of a crisis response plan. Given the risk of problems in treatment for those with chronic suicidality, it's important to recognize and understand up front the potential need for family support and involvement in care. It's also critical to recognize the need for an honest and trusting relationship in treatment, one allowing for you to be direct and specific when problems with treatment compliance emerge.

Freedom of Choice

An individual or individuals seeking treatment and/or assessment has/have the right to choose the evaluation and treatment procedure which best suits their individual needs. It is important to be an informed and knowledgeable client. It is always appropriate to ask questions about your therapist/psychologist, his therapeutic approach, and your progress with the evaluation and/or treatment process. You should be aware that there are alternative services available in the community ranging from self help study to community MHMR to other health care providers. You have the right to withdraw from treatment at any time with your therapist being involved in arranging an appropriate referral.

Appointments

Individual appointments are either 45 or 60 minutes in length and are held exclusively for you. If you are unable to keep your appointment for any reason, please give at least 24 working day hours advance notice to cancel; otherwise you will be charged the full amount for the time reserved for you.

Fees

The full fee is collected at the end of each session unless other acceptable arrangements have been made in advance. I will make every effort to keep the number of visits to a minimum. Some ways I do this are by giving you things you can do on your own such as keeping track of your behavior or practicing relaxation, and by carefully preparing an "agenda" in advance of each session. In general, the number of sessions you require and the length of each session will depend on the type of problem you are working on, the amount of between-session effort you put into the programs we develop, and the complexity of the problems. In addition, there may be charges for:

*Administration, scoring and interpretation of any psychological tests ordered;
and/or

*Reports, letters or extended consultations on behalf of clients to physicians, agencies, employers, etc.

My fees are: Initial interview-\$150; Psychotherapy, 60 minutes-\$125; Psychotherapy, 45 minutes-\$110; Psychological Testing, per hour-\$150; Hypnotherapy-\$150.. Fees for other services not included in this listing are available upon request.

Please also be aware that unpaid accounts may be referred to an outside collection agency. This action will be taken only as a last effort to collect monies due after other reasonable means of collection have been unsuccessful. Returned checks may be forwarded to the District Attorney's office for collection. No clinical information will be shared with the collection agency in this effort.

Insurance

Many insurance plans cover psychological services. Please check with your insurance company to see whether your policy covers evaluation and therapy provided by a Psychologist licensed by the State of Texas. We will be happy to file your claim for you. Please be sure to submit complete insurance/insured information on the Patient Information registration form. We will not be responsible for erroneous claims due to incomplete insurance information.

For our patients who are eligible to receive Medicare benefits, we **do** accept assignment. Medicare defines assignment as:

"An agreement by a provider (physician or supplier) to accept Medicare beneficiary's rights to benefits under the supplemental medical insurance (Part B), to bill the Medicare carrier rather than the patient, and to accept Medicare's approved charge paid by the carrier as payment in full (excluding the beneficiary's 20 to 50% coinsurance and the deductible). The provider may then bill the beneficiary only for the coinsurance and any applicable deductible.

We would also like for our Medicare patients to be aware of the **Outpatient Mental Health Services Limitation**. All covered therapeutic services are subject to the outpatient mental health services limitation (i.e., only 62.5 percent of expenses of these services is considered incurred expenses of Medicare purposes). The limitation does not apply to diagnostic services.

EXAMPLE OF ABOVE: A beneficiary who has met his annual deductible begins receiving psychotherapy. He visits the psychologist's office once weekly and the charge for each session is \$75. The fee schedule amount for the psychologist is set at 72. This fee schedule amount is lower than the actual charge and effectively represents the reasonable charge for the psychologist's service. Multiple \$72 by the outpatient mental health limitation of 62.5 percent to obtain the net Medicare allowed amount of \$45. Since the annual deductible has previously been satisfied, no further subtraction needs to be made from the net allowed amount. Multiply \$45 by 80 percent to calculate the Medicare amount payable to the psychologist. The difference between the Medicare payment of \$36 and the fee schedule amount of \$72 is the financial responsibility of the beneficiary.*

Simply stated, the above example means that Medicare will pay 50% of the fee schedule amount instead of the usual 80%. You, the patient, are responsible for the other half. We will gladly file any secondary insurances which are *presented at the time of your initial*

appointment; however, most secondary insurances do not cover the full co-payment. If, when you receive your Medicare Explanation of Benefits, you still have questions, Medicare's toll-free beneficiary inquiry number is 1-800-442-2620. Please be aware that any amounts not covered by Medicare or secondary insurances are your responsibility and every effort will be made to collect these amounts.

Confidentiality

Naturally, I will need to know a lot about you. So, there is a risk that your privacy could be invaded if information about you were not kept confidential. Be assured that I keep all information about my clients in strict confidence. Everyone who works at the service is aware of the importance of confidentiality. All issues discussed in the course of therapy are strictly confidential. Video or audiotaping may be included in your session to ensure that all clinical data is available with the tape maintained as a part of your file. By law, information concerning treatment or evaluation may be released only with the written consent of the person treated or such person's parent or guardian. However, the law requires the release of confidential information in three situations: suspected child abuse, suicidal behavior, and threatened harm to another. In addition, in certain select circumstances, the court may subpoena treatment records. Any release of confidential information will be discussed with you.

Exceptions to confidentiality include the following:

1. If the patient/client is evaluated to be a danger to self/others,
2. If your psychologist was appointed by the court to evaluate you,
3. If the patient/client is a minor, elderly, or disabled and the psychologist believes he/she is a victim of abuse, or, if the patient/client divulges information about such abuse,
4. If the patient/client files suit against the psychologist for breach of duty,
5. If a court order or other legal proceedings or statute requires disclosure of information,
6. If the patient/client waives the rights to privilege or gives written consent to disclose information,
7. Anonymous disclosures for audits, evaluations, or research without personally identifying information,
8. To third party payers (i.e., insurance companies) or those involved in collecting fees for services,
9. Disclosures to other professionals directly involved in your treatment or diagnosis.
10. Information contained in communications via mechanisms/devices with limited security/control, such as e-mail or telephone conversations/contact.

Professional Records

You should be aware that, pursuant to HIPAA I keep Protected Health Information (PHI) about you in your Clinical Record. Record includes your name, address, phone numbers, information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress toward those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier.

Except in unusual circumstances that involve danger to yourself and others, you may examine and/or receive a copy of your Clinical Record if you request it in writing. Because these are professional records, they could be misinterpreted and/or upsetting to the untrained

reader. For this reason, I ask you to agree to initially review your record in my presence or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, I am allowed to charge a copying fee of \$.25 per page (and for certain other expenses). The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your Clinical Record, you have a right of review, which I will discuss with you upon your request. You should be aware that pursuant to Texas law, psychological test data are not part of a patient's record. Texas Law requires that I keep your record for seven years after last contact or three years past attaining majority (age 18) whichever is longer. At that point I may destroy (shred or delete) your record.

Termination of Treatment

When you think you have met the goals you set for treatment, my preference is to have one or more "termination" sessions. In this session(s) we will review the progress you have made, identify what was most helpful and what may have been less useful in the process of treatment. We will identify what would be occurring that would indicate that you need to return to therapy.

If at any point during assessment or treatment, I come to believe that you are not benefiting from or are being harmed by the services I am providing, I will discuss these concerns with you. I am ethically prohibited from providing unnecessary and or ineffective treatment. I will work with you to get our treatment plan on track. If I am unable to continue working with you, I will take all reasonable steps to facilitate the transfer of responsibility for your case to another qualified health care provider. This transfer of responsibility may include appropriate pre-termination counselling and referrals.

Termination can also occur when we have had no contact for two months and I have no record of further appointments scheduled in my records. In order to return to my care, you would need to renegotiate our treatment relationship. By this I mean we would have to again discuss and determine whether your current concerns and symptoms are those which I believe I have the skills and experience to treat and whether you can make the commitment necessary to address those concerns.

E-mail Communications

E-mail communication can be a valuable form of contact with my office. You can e-mail to bha@healingtalk.com. You should know that you e-mail may be read by either my office manager or myself upon opening your message. To facilitate the routing of your e-mail please place the nature of your message in the "Subject:" line of the message (e.g., questions about business matters should be addressed as "Subject: Business"; questions for Dr. Carr should be addressed "Subject: For Dr. Carr". When I am unavailable only the office manager has permission to monitor the e-mail account. Remember that, until encryption software becomes commonly used, our communication can be captured (although this is unlikely) by others so please call the office if the information is of a more personal nature. I review e-mails once a day and typically respond within a day.

Text Messaging

Because text messaging is a very unsecure and impersonal mode of communication, I do not text message to nor I respond to text messages from anyone in treatment with me. So, please do not text message me unless we have made other arrangements.

Social Media.

I participate on various social networks, but not in my professional capacity. If you have an online presence, there is a possibility that you may encounter me by accident. If that occurs, please discuss it with me during our time together. I have a strong concern that any communications with clients online have a high potential to compromise the professional relationship. In addition, please do not try to contact me in this way..

Websites

I have a website that you are free to access. I use it for professional reasons to provide information to others about me and my practice. You are welcome to access and review the information that I have on my website and, if you have questions about it, we should discuss this during your therapy sessions.

Web Searches

I understand that you might choose to gather information about me using various Internet search engines. In this day and age there is an incredible amount of information available about individuals on the internet, much of which may actually be known to that person and some of which may be inaccurate or unknown. If you encounter any information about me through web searches, or in any other fashion for that matter, please discuss this with me during our time together so that we can deal with it and its potential impact on your treatment.

Recently it has become fashionable for clients to review their health care provider on various websites. Unfortunately, mental health professionals cannot respond to such comments and related errors because of confidentiality restrictions. If you encounter such reviews of me or any professional with whom you are working, please share it with me so we can discuss it and its potential impact on your therapy.

Emergency Calls

I am available between 8:00 a.m. and 6:00 p.m. Monday through Friday should you need to contact me for any reason. Outside of these hours I have a voice mail telephone system that will forward your message to my smart phone. When I am out of town or otherwise unavailable, emergency coverage will be handled by Associate Psychologists. For immediate professional assistance, the Covenant Lakeside Emergency Room and other community hospitals can be utilized.

Ethics and Professional Standards

As a Psychologist and member of the Texas Psychological Association, I am accountable for my work with you. Activities outside of the therapy session between therapist and client are viewed as problematic related to the potential for "dual" relationships. If you have any concerns about the course of evaluation or treatment, please discuss them with me. The Texas State Board of Examiners of Psychologists phone number is (512) 835-2418. I look forward to working with you.

Agreement

I have read and understand the conditions and policies stated above. By signing this agreement I understand I am responsible for fulfilling my therapeutic and financial responsibilities.

Patient/Guardian Signature Date

Witness Signature Date