



# HEALTHY MINDS

OF THE BLUE RIDGE, LLC

## Informed Consent Agreement – Assessment Services

Welcome to Healthy Minds of the Blue Ridge, LLC! This document contains important information about my professional services and business policies. Please read it carefully and discuss with me any questions you have. (You may also discuss questions that arise regarding informed consent at any time in the future.) After reviewing this information, please sign this form, which will constitute an agreement between us.

### **Services Provided**

Psychological testing aims to integrate both subjective and objective information regarding a person's interpersonal, academic, or psychological concerns. It consists of a clinical interview and is followed by one or multiple clinician-administered tests. Following administration of the assessment batteries, the results are interpreted in the context of the individual's stated concerns, and a report is generated that explains the results of the testing. The testing report will include standardized scores and/or percentile ranks and an explanation of their meaning, an interpretive summary, and recommendations for treatment (if necessary). The testing report is then reviewed during a feedback session with the client.

### **Confidentiality**

As a general rule, all communications between a client and a psychologist are strictly confidential and protected by law (Code of Virginia, § 32.1-127.1:03) and professional ethics (American Psychological Association Ethical Standard 4.01). I will only release information about our work (including the fact that you are my client) to others with your written permission. There are important limits to confidentiality, however, which are summarized below. These situations have rarely occurred in my practice. If such a situation does occur, I will make every effort to fully discuss it with you before taking any action.

- 1) There are some situations in which I am legally obligated to take action to protect others from harm, even if doing so requires that I have to reveal information about a client's treatment. These situations include:
  - If a client is acutely suicidal and presents an imminent risk to oneself and/or is unable to care for oneself, I may be obligated to seek hospitalization for him/her or to contact family members or others (such as legal authorities) who can help provide protection, secure safety, or facilitate hospitalization (Code of Virginia, § 37.2-800 through 37.2-847).
  - If I believe that a client is threatening serious bodily harm or death to another individual, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, and/or seeking hospitalization for the client (Code of Virginia, § 54.1-2400.1).
  - If I believe that a child or an elderly or incapacitated person is being abused or neglected, I must file a report with the appropriate state agency (Code of Virginia, § 63.2-1509 and § 63.2-1606, respectively).
- 2) In most legal proceedings, you have the right to prevent me from providing any information about your treatment. However, in some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if they determine that the issues demand it (Code of Virginia, § 8.01-399 and § 8.01-400.2).
- 3) According to the USA PATRIOT Act of 2001, the Federal Bureau of Investigation (FBI) may demand client records as part of an investigation to protect against international terrorism or clandestine intelligence activities. Under this federal law, I am legally prohibited from informing you that your confidentiality has

been breached.

I may occasionally find it helpful to consult other professionals about a case to ensure that I am providing the best care possible. In such cases, neither your name nor any identifying information about you is revealed, and the consultant is also legally and ethically bound to keep the information confidential. If you do not object, I will not tell you about these consultations unless I feel that it is important to our work together.

Please do not hesitate to discuss any questions or concerns that you may have about issues surrounding confidentiality throughout your treatment.

### **Under 18**

If you are under 18 years of age, please be aware that the law may provide your parents/guardians the right to examine your treatment records, including emails. It is my policy to request an agreement from parents/guardians not to seek access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have. However, sometimes it is important to take action prior to being able to discuss it with you; in these cases, I will make every effort to follow-up with you to discuss the situation.

### **Electronic Communications**

At times clients may choose to use email to discuss scheduling. Because email cannot be guaranteed to be a secure means of communication, it is recommended that email not be used for confidential or personal information. Should you choose to disclose such information by email, there is no guarantee that it can be kept strictly confidential.

Every effort will be made to ensure the confidentiality of credit card transactions that are accepted in my office or through my online billing system (*e.g.*, although payments will go from you to me, they should not be labeled in a way that indicates the payments are for psychological services). However, it is possible that third parties may be able to determine that these payments are for psychological assessment. If this is a concern, you may discuss this with me or you may wish to consider paying by cash or check.

### **Telephone Access & Emergencies**

Although I am not always immediately available by telephone, you may always leave me a confidential voicemail. I will make every effort to return your call within 24 hours, with the exception of weekends and holidays. If you are unable to reach me and are experiencing a psychiatric emergency (particularly if you are considering harming yourself or someone else), contact the nearest emergency room and ask for the psychiatrist on call or dial 9-1-1. If I will be unavailable for an extended time, I will always provide you with the name of a colleague to contact in advance of my absence.

### **Professional Records**

The laws and standards of my profession require that I keep treatment records for a minimum of seven years. I typically keep brief, basic records, including the date and times of our sessions; your reasons for seeking psychological assessment services; your medical, social, developmental, and treatment history; the goals we set for treatment and your progress; your diagnosis; the type of service provided; and general information about the content of our sessions. I also keep records I receive from other providers, copies of records I send to others and your billing records. The records are kept in a secure location in the office (*e.g.*, on an encrypted, password-protected computer hard drive, on third party record keeping software that fully encrypts and password protects all information and is compliant with HIPPA laws, and/or in a locked file cabinet). These records are considered confidential by law and ethics.

Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them with me so that we can discuss their contents, or have them forwarded to

another mental health professional to discuss the contents. If I refuse your request for access to your records, you have a right to have my decision reviewed by another mental health professional, which I will discuss with you upon your request. You also have the right to request that a copy of your file be made available to any other health care provider at your written request. Clients will be charged an appropriate fee for any time spent in preparing information requests.

### **Release of Records**

As noted in the “Confidentiality” section above, your records will not be release without your express written consent except where disclosure is required or permitted by law.

### **Legal Proceedings**

Healthy Minds of the Blue Ridge, LLC does not voluntarily participate in legal proceedings. This contract is an agreement between you and your therapist that you shall not, for any reason, attempt to subpoena my testimony or my records to be presented in a deposition or court hearing of any kind for any reason (e.g., a divorce case). By signing this consent form, you acknowledge that the sole goal of assessment services is the diagnosis of psychological conditions. Therefore, it is understood that by requesting my services as a psychologist, you are expected not to use information given to me during the assessment process against any other individual or entity in a judicial setting of any kind, be it civil, criminal, or circuit.

### **Fees**

The fee for an initial evaluation session is \$175 and typically lasts about 60-75 minutes. The fee for testing services is \$200 per unit (although see your individualized assessment fee schedule for a specific breakdown of fees. The fee for the 45-minute feedback session is \$135. I also charge this fee (prorated for shorter periods) for other professional services, including telephone conversations lasting longer than 5 minutes, attendance at meetings with other professionals that you have authorized, preparation of records or treatment summaries, and the time spent in performing any other service that you request of me.

As noted above, I do not voluntarily participate in legal proceedings of any kind. However, if for any reason you become involved in legal proceedings that require my participation, you will be billed for my professional time even if I am called to testify by another party. Because of the complexity of legal involvement and the need for legal consultation, I charge \$350 per hour for preparation and attendance at any legal proceeding.

### **Cancellation & No-Show Fees**

If you are unable to attend a scheduled initial evaluation appointment or a scheduled session, you must provide a 48-hour notice by email or telephone. If you do not provide a 48-hour notice, or you do not attend a scheduled appointment, you will be charged the full fee for the session (which will be billed separately from assessment fees outlined in your individualized assessment fee schedule).

### **Billing & Payments**

You may choose to make payments by check or cash at the time of services provided. Alternatively, you may provide credit card information to be stored on my secure online practice management software. With this option, you will be charged immediately following each scheduled session (including sessions attended and late cancellation fees).

If fees will present a significant hardship for you or your family, it is your responsibility to discuss this with me ahead of time to determine if other arrangements can be made. If you have not paid as agreed upon for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information I release regarding a patient’s treatment is his/her name, the nature of services provided, and the amount due.

### **Billing Insurance**

I am considered an out-of-network provider, and I do not currently participate on any managed care panels or

belong to any insurance provider networks. However, if requested, at the end of each month I will provide a receipt for services that may be used to file a claim for reimbursement with your insurance provider. It is your responsibility to determine if your insurance provider will cover these mental health services provided by an out-of-network psychologist. The receipt will provide the necessary information with which to determine if such a service is covered (e.g., diagnoses, appointment dates, and a summary of treatment if requested).

**Course of Treatment**

The continued participation in testing is completely voluntary. You may suspend or terminate testing at your request.

**Agreement**

Your signature below indicates that you have read the information in this document, wish to receive assessment services with Dr. Erin Horn, Ph.D. (VA# 0810005847) at Healthy Minds of the Blue Ridge, LLC and agree to abide by the terms laid out above during our professional relationship. The signatures below reflect that the parties agree to the terms set forth above.

Client:

\_\_\_\_\_  
*Signature*                      *Printed Name*                      *Date of Birth*                      *Date Signed*

Guarantor (if client is under 18, indigent, or is assigned a legal guardian):

\_\_\_\_\_  
*Signature*                      *Printed Name*                      *Date of Birth*                      *Date Signed*

Psychologist:

\_\_\_\_\_  
*Erin E. Horn, Ph.D.*                      *Date Signed*  
*VA License# 0810005847*