



HEALTHY MINDS

OF THE BLUE RIDGE, LLC

Informed Consent Agreement – Couples Counseling

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

Couples therapy is not easily described in general statements. It will vary depending on the characteristics of both the couple and the psychologist, the particular problems being addressed in treatment, and various internal and external stressors that may contribute to the presenting issues. Couples therapy is not like a medical doctor visit, and instead calls for very active effort on the part of the couple. In order for treatment to have maximum success, you will have to work on things we discuss both during our sessions and at home.

Couples therapy can have benefits as well as risks. Because couples therapy can involve discussing unpleasant or challenging aspects of your relationship, you may experience uncomfortable feelings such as sadness, anxiety, anger, or frustration. During treatment, some couples also elect to end their relationship. Despite these potential risks, however, research demonstrates that couples therapy can have significant benefits, typically leading to reduced relationship distress, solutions to specific relationship problems, improved communication with your partner, and improved understanding of oneself and one's partner. My approach to couples therapy is pragmatic and integrative, and is based largely on relational psychodynamic theories. Specific interventions that I use throughout my work with couples include emotion-focused, cognitive-behavioral, and interpersonal process techniques as well as communication skills training.

Our first 2-4 sessions will involve an evaluation of your needs as a couple. By the end of the evaluation period, I will offer you an initial impression of what our work will include and will recommend a course of treatment, which we can collaboratively discuss. This evaluation period will be a time for each of us to determine whether we are a good match to work together; please carefully consider whether you feel comfortable working with me or whether you would like to request modifications to your recommended treatment plan. It is very important that as a couple you feel comfortable with the treatment provider that you select; please do not hesitate to discuss any questions or concerns you may have about me or your treatment as they arise throughout our work together. If at any point you prefer to work with a different therapist or get a second opinion, I will help you to find a qualified mental health provider to fulfill these needs. Related, there may be occasions after the evaluation period when I determine that another provider or clinic could better meet your treatment needs. I will make this clear to you and will provide referrals as soon as possible should this be the case.

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.

No Secrets Policy

When a couple enters into therapy, it is considered to be a single unit. My allegiance is to the couple "unit," and not to either partner as an individual. This is important for creating a space where both partners can feel safe to discuss their relationship. Therefore, I adhere to a strict "No Secrets" policy, meaning that I will not hold secrets for either partner. This policy is intended to allow me to continue to treat the couple by preventing, to the extent possible, a conflict of interest to arise where an individual's interests may not be consistent with the interests of the unit being treated (i.e., the couple).

During the treatment process, individual partners may occasionally be seen for an individual counseling session. Such sessions are still considered to be part of the couples counseling relationship, and information disclosed during individual sessions may be deemed relevant (or even essential) to the proper treatment of the couple. If an individual chooses to share such information with me, I will offer that individual every opportunity to disclose the relevant information to their partner and will provide guidance during this process. If the individual refuses to disclose this information within their couples session, however, I may determine that it is necessary to discontinue the counseling relationship with the couple. If there is information that an individual instead desires to address within the context of individual confidentiality, I will provide referrals to qualified mental health professionals who can provide concurrent individual therapy. This policy is intended to maintain the integrity of the couples counseling relationship.

Commitment to Treatment and Relationship

Commitment of both partners to the treatment process, the therapy goals, and the relationship itself is essential to the success of couples therapy. Questioning the future of a relationship is natural and experienced nearly universally by all couples (regardless of participation in couples therapy). In some cases, however, one partner makes the decision that they wish to discontinue therapy or even terminate the relationship. As discussed above in the “No Secrets” policy, when I become aware of such information, I will give that individual every opportunity to disclose this information during couples counseling. If that individual fails to do so, I may determine that it is necessary to discontinue the counseling relationship with the couple.

No Infidelity Policy

Related to the “No Secrets” policy is the “No Infidelity” policy. While an affair may prompt a couple to seek treatment, infidelity during couples therapy presents a conflict of interest between a partner’s interests and the interests of the unit being treated. If an individual chooses to share with me that they are engaged in ongoing infidelity during couples counseling and refuses to terminate such behavior, I may determine that it is necessary to discontinue the counseling relationship with the couple.

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 psychotherapy). However, it is possible that third parties may be able to determine that these payments are for therapy. 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 therapy; 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. Please note that I keep a single confidential file that documents our work together in couples therapy. 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. Because the client in couples counseling is the couple and therefore a single file is maintained, both partners must provide consent to release their couples therapy records; if one partner does not provide consent, the records will not be released.

Legal Proceedings

Healthy Minds of the Blue Ridge, LLC does not voluntarily participate in legal proceedings. This contract is an agreement between the couple and the therapist that neither partner shall, 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).

Both partners acknowledge that the goal of couples therapy is the amelioration of psychological distress and that the process of psychotherapy depends on trust and openness during the therapy sessions. Therefore, it is understood by both parties that if they request my services as a psychotherapist, they are expected not to use information given to me during the therapy process against the other party in a judicial setting of any kind, be it civil, criminal, or circuit. Similarly, neither partner is expected to use information disclosed during the therapy process against any other individual or entity.

Fees

The fee for an initial evaluation session is \$200 and typically lasts about 90 minutes. The fee for a 60-minute psychotherapy session is \$150. I also charge this hourly 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 psychotherapy 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. Please be aware that you are free to end therapy with me at any time and have no moral, legal, or financial obligation to complete a certain number of sessions. However, please inform me if you are choosing to end treatment to avoid incurring late cancellation or no-show fees.

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 to time to determine if other arrangements can be made. If you accrue a balance for any reason, therapy sessions will cease until you have paid the full balance. 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 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 couples therapy by each person is completely voluntary. Either participant may suspend or terminate the therapy at her or his individual request.

Agreement

Your signature below indicates that you have read the information in this document, wish to receive psychotherapy 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:

_____	_____	_____	_____
<i>Signature</i>	<i>Printed Name</i>	<i>Date of Birth</i>	<i>Date Signed</i>
_____	_____	_____	_____
<i>Signature</i>	<i>Printed Name</i>	<i>Date of Birth</i>	<i>Date Signed</i>

Psychologist:

_____	_____
<i>Erin E. Horn, Ph.D.</i> <i>VA License# 0810005847</i>	<i>Date Signed</i>