

# HEALING TOGETHER, PLC

## INFORMED CONSENT AGREEMENT FOR COUPLES THERAPY

This Agreement is made and entered effective this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ (“Effective Date”) by and between Healing Together, PLC (“Healing Together”), a Virginia Professional Limited Liability Company, and the clients whose signature is contained in the signature line at the end of this agreement (the “Clients”). NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- A. Scope of Covered Services:** Healing Together provides individual, couples and family talk therapy, including therapy for minor children.
1. Psychotherapy sessions are scheduled to last 45 minutes, and take place at Healing Together’s office (the “Center”).
  2. Healing Together does not, under any circumstances, provide transportation to or from the Center for the Clients.
- B. Professional Records and Confidentiality:** All information discussed in the course of the treatment is strictly confidential. The laws and professional standards require that treatment records be maintained; while Healing Together operates its Center in a building with other mental health professionals, no person outside Healing Together may access the Clients files without the specific permission of the Clients. The Clients may receive a copy of their records, or a summary can be prepared instead. The Clients will be charged an appropriate fee for any time spent in preparing information requests.
1. **Required Release of Information.** By law, information can only be released with the written consent of the Clients. However, the law also requires that Healing Together release confidential Client information in three (3) situations:
    - a. Suspected child or elder abuse;
    - b. Potential suicidal behavior, or
    - c. Threatened, physical harm to others or property.In the case of violence toward others, Healing Together also has a legal obligation to warn the party who may be the potential victim of violence. In addition, in certain circumstances, a court may order Healing Together to release records.
  2. **Release to Insurance Providers.** The terms of the Clients’ insurance coverage may require that the Clients’ records be released for review by the insurance company or their managed care company.
    - a. In the case of managed care, companies routinely request clinical information in their consideration of authorization of payment for further sessions.
    - b. Clinical information may include session times; type and frequency of treatments; and summaries of the following: diagnosis, functional status, the treatment plan, symptoms, prognosis and progress to date.
    - c. Health plans are not legally allowed to require the release of “psychotherapy notes” (notes about the *specific content* of therapeutic conversations during sessions). These notes require the Clients’ explicit authorization before being released to anyone else.
  3. a. **E-mail policy.** Communication via e-mail is available for convenience in scheduling or other administrative actions. Healing Together, PLC utilizes password protected e-mail. However, the confidentiality of e-mail cannot be guaranteed to remain protected and private due to the nature of the internet and the World Wide Web. (Note: e-mail communications are subject to becoming part of health record.) Sending clinical information via e-mail is strongly discouraged. Leaving a voicemail message is a preferred alternative. Clinical issues are best addressed during therapy sessions.
  4. **Disclosures Unique to Couples Therapy.**
    - a. Due to couples work involving two people, the following information is important to clarify at the beginning of therapy. In order for counseling information to be released, *both* Clients must provide their written authorization.
    - b. Every effort will be made to hold sessions with both members of the couple present (schedules of all parties permitting). If one member cannot attend, then the appointment should be rescheduled to allow both members to attend. When that is not possible, and individual sessions take place with only one member of the couple present, it is understood that in the event confidential information is

revealed that may interfere with the goals of therapy, Healing Together is professionally obligated to disclose this ulterior threat to the relationship to the party not present to maintain neutrality. It is understood that the information may be revealed in the course of any future couple counseling work.

c. See the “No Secrets” Policy for further clarification.

**C. Fees for Sessions:** Fees for sessions will be as follows:

1. The fee for the initial therapeutic consultation, lasting approximately sixty (60) minutes, is \$160.00.
2. Fees for ongoing counseling sessions (forty-five (45) minutes) are \$140.00.
3. The actual amount owed *may* be reduced if Healing Together is a Participating Provider with the Clients’ insurance carrier or managed care company.\*
4. Fees may be paid with cash, check or credit card (Visa, MasterCard, Discover or American Express).
5. Clients agree to abide by the provisions in Section F in the event of unpaid balances.
6. A Sliding Fee Scale is available for Client’s without insurance. The sliding fee scale cannot be used in lieu of insurance. This fee is determined by client’s ability to pay based on income and family size (see chart). Reduced fee will be subject to an annual review of proof of income (i.e. tax forms).

**D. Fees for Administrative Services:** There may be some circumstances in which the Clients request that Healing Together complete forms on their behalf. Additionally, the Clients may wish to have consultation sessions via phone, sometimes on short notice. As such:

1. **Drafting.** The Clients understand and agree that Healing Together will charge \$30/page for the completion of forms if they are completed outside our regular session time.
2. **Phone Sessions.** Clients understand and agree that
  - a. Non-emergency phone consultation with others on the Clients’ behalf exceeding 10 minutes will be charged \$30 (upon completion of a Release of Information authorizing such communication).
  - b. Emergency phone consultation with Healing Together exceeding 10 minutes will be charged \$50.
3. Clients understand and agree that services referenced above are not eligible for insurance benefits, and agree to pay them in full upon arrival at the next session.

**E. No-Show and Late Cancellation Fees:** If an appointment is not canceled *twenty-four (24) hours ahead* of the scheduled time, Clients understand and agree that, unless contractually prohibited by their insurance carrier, Healing Together will charge \$70 for the missed appointment. Further:

1. The Clients understand and agree that they will bear the full cost of “no-shows” or late cancellations.
2. The Clients understand and agree that their insurance carriers will not pay this fee, because no actual service was delivered.
3. Clients further understand and agree that they may leave a message via voicemail after hours and on weekends, if they need to cancel an appointment in order comply with the twenty-four (24) hour requirement.

**F. Unpaid Balances:**

1. Clients understand and agree that payment is expected at the time of each appointment.
2. If any payments made by check, account debit, or credit card charge are returned, rejected or dishonored full payment for the counseling session(s) and a fee (not to exceed the amount assessed by Healing Together’s banking institution) will be charged.
3. If possible, Healing Together will submit the claims directly to the Clients’ insurance carrier; however, Clients understand and agree that payment may not be received as expected. This may be because of unmet deductibles, or because the co-pay due was larger than had been expected, or due to human error.
  - a. In such cases, the Clients should be aware that Healing Together will bill Client, and they will be expected to resolve any unpaid balances within fifteen (15) days.
  - b. In an effort to avoid referring past due accounts to a collection agency or the courts, the Clients understand and agree that, should their account accrue a past due balance beyond thirty (30) days, they will be required to complete an Account Guarantee Form. Clients understand and agree that additional services may not be scheduled or provided if their account has an outstanding balance due and/or this form is not completed.
4. If the Clients’ account has not been paid for more than sixty (60) days and other options have been exhausted, Healing Together may elect to use legal means to secure payment. Clients understand and agree

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\* “Participating provider” means that Healing Together has a pre-existing contract with the Clients’ insurance carrier, in which it has agreed to provide discounts on the usual and customary fees.

that this may involve hiring a collection agency or going through small claims court. If such legal action is necessary, the Clients agree to pay all costs incurred by Healing Together for collection.

- G. Insurance:** In some instances, Healing Together will be considered an “In-Network” Provider for the Clients’ insurance carrier, because it has decided to accept the Clients’ insurance. However, there are some carriers for which Healing Together will be considered an “Out-of-Network” Provider.
1. If the Clients’ insurance provider considers Healing Together to be an “**In-Network Provider**,” then Healing Together has a contracted rate with that insurance carrier.
    - a. Through this contract, Healing Together will bill the insurance carrier to pay its portion of the fee due for providing services to the Clients.
    - b. The Clients will not have to pay Healing Together, nor will they be required to wait to be reimbursed by their insurance carrier.
    - c. In this case, the Client is only responsible for any deductible that may not have been met and any co-pay that may be due for the services. Clients understand and agree that any such overage fees are due on the day of service.
  2. If the Clients’ insurance provider considers Healing Together to be an “**Out-of-Network Provider**,” then Healing Together does not accept their insurance.
    - a. In these cases, the Clients understand and agree that they will *pay full fee* on the day the services are provided.
    - b. Healing Together will provide the Clients with an invoice which the Clients can submit to their insurance carrier in an attempt to be reimbursed for part or all of the fees incurred.
  3. Client authorizes release of medical or other information requested by insurance companies or other third-party payers listed above to facilitate claims processing. Client authorizes payment directly to Healing Together. Client permits a copy of this authorization to be used in place of the original.
- H. Ending the Client-Therapist Relationship:**
1. Clients and Healing Together are aware that either of them may stop treatment. In that event:
    - a. The Clients will still be responsible for paying for the services received prior to the date of termination.
    - b. The Clients understand and agree that they may lose other services, or that they may have to deal with other problems if treatment is concluded prematurely. For example, if the Clients have been ordered to receive treatment as part of an agreement with the court, the Clients should be aware that they will have to answer to the court.
- I. Waiver of Liability:**
1. **Assumption of Risk.** In consideration of the Clients’ participation in the therapy offered by Healing Together, the Clients understand and voluntarily accept the risks associated with it, and agree that Healing Together, its representatives, agents, and successors, and assigns will not be liable for any injury, including, without limitation: personal, bodily, or mental/emotional injury, economic loss or any damage to Client, Client’s spouse, guests, minor children, unborn children, or relatives resulting from the negligence of Healing Together or anyone acting on Healing Together’s behalf, or anyone using the office facilities, whether related to therapy or not.
  2. **Loss of Property.** The Clients further understand and acknowledge that Healing Together is not responsible for:
    - a. Damage to vehicles parked in the designated parking area for the therapy facility.
    - b. Disappearance, loss, theft, or damage to personal property, including money, negotiable securities, personal electronics, or jewelry left in the reception area or therapy rooms of Healing Together’s facility. *Healing Together advises that Clients not bring valuables onto the premises.*
  3. **Indemnity.** Clients assume full responsibility for their conduct while present at Healing Together’s Center, and shall indemnify Healing Together, its affiliates, agents and employees, and assigns against any and all damages arising out of Clients’ conduct at the Center, except as otherwise set forth in this Agreement.
- J. General Provisions:**
1. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
  2. **Waivers.** The failure of any party to seek redress for violation of or to insist upon the strict performance of

any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

3. **Application of Virginia Law.** This Agreement and the interpretations hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Virginia, without reference to its choice of law provisions, and specifically the Act.
4. **Mediation.** All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach of this Agreement (in any event, a “Dispute”) shall be submitted to non-binding mediation in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. Unless agreed upon by the parties, the mediator shall be selected by the Alternative Dispute Resolution Section of the Fairfax Bar Association, and the mediation shall be held in Fairfax County, Virginia. The mediator may offer such guidance as the mediator deems appropriate to facilitate the resolution of the Dispute. **IF FOR ANY REASON THIS MEDIATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTERS INVOLVING THE PARTIES HERETO.**
5. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either party without the prior written consent of the other party; provided, however, that Healing Together may, without notice to Clients, (i) assign this Agreement to any entity that acquires all or substantially all of its assets or its business that is the subject hereof, or (ii) assign this Agreement to any entity that is owned by Healing Together.
6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
7. **Headings.** The Headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.
8. **Entire Agreement.** This Agreement constitutes the entire and exclusive agreement between Clients and Healing Together, and supersedes all prior promises, representations, understandings and/or agreements relating to Healing Together’s actions, services and conduct of business.

My signature indicates that I have read, fully understand, and fully agree to give my informed consent and compliance with this agreement and parameters before starting couples counseling.

I, \_\_\_\_\_, will honor these standards.

Date \_\_\_\_\_

I, \_\_\_\_\_, will honor these standards.

Date \_\_\_\_\_