

INFORMED CONSENT AGREEMENT FOR INDIVIDUAL 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 client whose signature is contained in the signature line at the end of this agreement (the "Client"). 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 the office of Healing Together (the "Center").
 2. Healing Together does not, under any circumstances, provide transportation to or from the Center for the Client.
- 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 Client's files without the specific permission of the Client. The Client may receive a copy of their records, or a summary can be prepared instead. The Client will be charged an appropriate fee for time and printing fees expended to accommodate information requests.
1. **Required Release of Information.** By law, information can only be released with the written consent of the Client. 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 Client's insurance coverage may require that the Client's 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 Client's 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.
- 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.

"Participating provider" means that Healing Together has a pre-existing contract with the Client's insurance carrier, in which it has agreed to provide discounts on the usual and customary fees.

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 Client's insurance carrier or managed care company.¹
4. Fees may be paid with cash, local check or credit card (Visa, MasterCard, Discover & American Express).
 - a. *Authorization for Payments by Credit Card for clients who elect to use credit card.* By signing below, Client authorizes Healing Together to charge my credit card for the purpose of paying the Total Due Now.
5. Client agrees 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 Client requests that Healing Together staff complete forms on their behalf. Additionally, the Client may wish to have consultation sessions via phone, sometimes on short notice. As such:
1. **Drafting.** The Client understands and agrees that Healing Together will charge \$30/page for the completion of forms if they are completed outside our regular session time.
 2. **Phone Sessions.** The Client understands and agrees that:
 - a. Non-emergency phone consultation with others on the Client's 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 (or contractors operating on its behalf) exceeding 10 minutes will be charged \$50.
 3. Client understands and agrees that these services are not eligible for insurance benefits, and agrees 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, Client understands and agrees that, unless contractually prohibited by their insurance carrier, Healing Together will charge \$70 for the missed appointment. Further:
1. The Client understands and agrees that they will bear the full cost of "no-shows" or late cancellations.
 2. The Client understands and agrees that their insurance carriers will not pay this fee, because no actual service was delivered.
 3. The Client further understands and agrees that they may leave a message via voicemail after hours and on weekends, if they need to cancel an appointment in order to comply with the twenty-four (24) hour requirement.
- F. Unpaid Balances:**
1. Client understands and agrees 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 the Healing Together banking institution) will be charged.
 3. If possible, Healing Together will submit the bills directly to the Client's insurance carrier; however, Client understands and agrees 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 Client should be aware that Healing Together will bill them, 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 Client understands and agrees that, should their account accrue a past due balance beyond thirty (30) days, they will be required to complete an Account Guarantee Form. Client understands and agrees 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 Client's 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. Client understands and

agrees that this may involve hiring a collection agency or going through small claims court. If such legal action is necessary, the Client agrees 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 Client’s insurance carrier, because it has decided to accept the Client’s insurance. However, there are some carriers for which Healing Together will be considered an “Out-of-Network” Provider.

1. If the Client’s 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 Client.
 - b. The Client 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. Client understands and agrees that any such overage fees are due on the day of service.
2. If the Client’s 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 Client understands and agrees that they will **pay the full** fee on the day the services are provided.
 - b. Healing Together will provide the Client with an invoice which the Client can submit to their insurance carrier in an attempt to be reimbursed for part or all of the fees incurred.

H. Ending the Client-Therapist Relationship:

1. Client and Healing Together are aware that either of them may stop treatment. In that event:
 - a. The Client will still be responsible for paying for the services received prior to the date of termination.
 - b. The Client understands and agrees 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 Client has been ordered to receive treatment as part of an agreement with the court, the Client should be aware that they will have to answer to the court.

I. Waiver of Liability:

1. **Assumption of Risk.** In consideration of the Client’s participation in the therapy offered by Healing Together, the Client understands and voluntarily accepts the risks associated with it, and agrees 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 behalf of Healing Together staff, or anyone using the office facilities, whether related to therapy or not.
2. **Loss of Property.** The Client further understands and acknowledges 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 the Healing Together facility. *Healing Together advises that the Client not bring valuables onto the premises.*
3. **Indemnity.** Client assumes full responsibility for their conduct while present at Healing Together Center, and shall indemnify Healing Together, its affiliates, agents and employees, and assigns against any and all damages arising out of Client’s 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 the Client, (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 Client and Healing Together, and supersedes all prior promises, representations, understandings and/or agreements relating to Healing Together therapist’s actions, services and conduct of business.

SIGNATURE PAGE

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 individual counseling.

I, _____, will honor these standards.

Date_____