

Sharmaine D. Barnes, LMFT, CCTP, CEAP

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INFORMED CONSENT FOR COUPLES COUNSELING

In addition to being a clinical process, couples therapy involves a professional arrangement regulated by laws, ethics, your rights as a client, and my standard business practices. This document contains important information to help you make an informed decision about receiving services from Sharmaine D. Barnes, LMFT. Please read this document carefully because your signature on the last page of this document indicates that you have read the information in this document and agree to the business practices described herein.

ABOUT ME

My name is **Sharmaine D. Barnes** and I am a Licensed Marriage and Family Therapist in the State of California (#80569) and possess a Master of Arts Degree in Marital and Family Therapy with a specialization in African American Family Studies. I have worked in the mental health field in various capacities for the past 13 yrs and have a wealth of knowledge and experience working with individuals and families from diverse racial, ethnic, and socioeconomic backgrounds.

As a Licensed Marriage and Family Therapist (LMFT), I am a relationship specialist who treats persons involved in interpersonal relationships. I am trained to assess, diagnose and treat individuals, couples, families and groups to achieve more adequate, satisfying and productive marriage, family and social adjustment. I generally lean towards cognitive behavioral and solution-focused therapeutic approaches; however, I also employ other therapeutic approaches.

As a Christian therapist, I have no problem incorporating scripture reading and prayer in our sessions at your request.

INITIAL CONSULTATION(S) /ASSESSMENT(S)

The purpose of initial assessment(s) and/or consultation(s) is to determine your needs and to help you decide which services and/or form(s) of treatment may be desirable. Should you choose to proceed, a positive outcome then becomes our mutual responsibility. This begins with your trust in, and commitment to, the treatment process and my commitment to address your questions and concerns as they come up during treatment.

PURPOSE/RISKS/BENEFITS ASSOCIATED WITH COUPLES THERAPY

The purpose of marital/couples therapy is for the amelioration of distress within a relationship. Couples therapy is a process. No quick fix is available; therefore, expectations should not be too high. Couples therapy calls for a very active effort on the part of both partners. In order for couples therapy to be most successful you will have to work on things we talk about both during our sessions and at home.

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Although couples therapy begins with the hope that your relationship will improve, there is no guarantee that this will occur. Like many things in life, couples therapy has inherent risks. Some of these possible risks include, but are not limited to, experiencing:

- Disruptions in your daily life that can occur because of therapeutic changes
- Emotional pain due to exploring personal issues and/or family history
- Exacerbation of emotional pain/conflict within your current relationship
- Dissolution of your current relationship

On the other hand, couples therapy has also been shown to have benefits for people who go through it. Couples therapy often leads to improved relationship functioning, solutions to specific problems, and significant reductions in feelings of distress. But again, there are no guarantees of what you will experience.

PAYMENT OF FEES

California law requires that all fees are established and agreed upon before we can begin. Paying for therapy is often a very sensitive topic. We can discuss any concerns you may have about payment prior to commencement of treatment and may revisit payment concerns throughout treatment as needed.

My standard fees is as follows: \$150.00 per sixty (60) minutes for Pre-marital, Marriage or Couples Therapy, and is payable each session and beginning at your first appointment. Cash, Checks, Visa, MasterCard, Discover, American Express, and PayPal are accepted for payment. A \$35.00 returned-check fee will be assessed.

CONSISTENCY/FREQUENCY

Couples therapy is more effective when both individuals in the partnership attend appointments in a consistent manner. I will generally meet with you on a weekly basis for approximately 60 minutes, which is recommended for effective progress and growth. The frequency of sessions/length of session time may be evaluated during times of crisis, as well as when it is mutually decided and clinically relevant to either increase or decrease the frequency/length of your session.

ATTENDANCE/CANCELLATIONS

The established appointment time is set aside for a particular couple. It is expected that you will be prompt for your appointment. If you or your partner arrives late for your appointment, the session will only start with both individuals present, and the session will still end at the regularly scheduled time. Sometimes emergencies come up. Therefore, if I need to cancel or change an appointment time, I will try to provide you with at least 24 hours notice, as I know that you will

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have reserved the time for the appointment. Likewise, it is expected that you and/or your partner will give me at least 24 hours notice if you must cancel the appointment. If, for any reason, you and/or your partner cannot let me know at least 24 hours in advance, I reserve the right to charge you the full and regular fee for the time reserved. It is also recommended for consistency that you attempt to reschedule the appointment within the same week.

If, for whatever reason, only one partner shows up to the session, for the sake of the neutrality and symmetry of the therapy, I will not conduct an individual session unless individual sessions are part of your treatment plan. I apologize in advance for the inconvenience, but it is important that I, as your therapist, maintain neutrality and objectiveness in the couples' counseling relationship. It is, nonetheless, expected that the full session fee for the session will be paid.

CONFIDENTIALITY

The things we discuss will be held confidential and I will adhere to the ethical and legal requirements of confidentiality as stated below. Unless you provide a signed authorization, I will not speak to, or correspond with, anyone about you. I cannot, however, ensure that you and your partner will maintain confidentiality about your therapeutic experience including content discussed within the couples' counseling session. If you choose to break confidentiality in any way (e.g., sending me an e-mail, applying for insurance reimbursement, telling anyone about your therapy, using an analog cell-phone, etc.), I cannot control, or be held liable, for the outcome.

LIMITS OF CONFIDENTIALITY

California laws and professional ethics, including standards of practice, either mandate, or permit, therapists to break client confidentiality under certain circumstances. Some exceptions to confidentiality include situations in which there is reasonable suspicion that any of the following has ever occurred or is occurring now: (*Note that the following is a sample, and not a complete list of exceptions to confidentiality.*)

1. You present a danger to self or others
2. A child (anyone under 18 years-old), dependent adult (anyone 18 years-old to 64 years-old who is dependent on others for their care), or elder (anyone over the age of 65 years-old) is, or was, the victim of emotional, sexual, or physical abuse or neglect (including abandonment, forced isolation, fiduciary abuse)

RELEASE OF RECORDS

Both partners must provide their consent to release marital/couples counseling records. If one partner does not provide consent, records will not be released.

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NO SECRETS POLICY

When a couple enters into counseling, it is considered to be one unit. This means that my allegiance is to the couple “unit,” and not to either partner as individuals. I find this is particularly important in creating a space where both partners can feel safe. Therefore, I adhere to a strict “No Secrets” policy. This means 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.

On occasion during the counseling process, individual partners may be seen for an individual counseling session. In this case, the individual session is still considered as part of the couple’s counseling relationship. Information disclosed during individual sessions may be relevant or even essential to the proper treatment of the couple. If an individual chooses to share such information with me, I will offer the individual every opportunity to disclose the relevant information and will provide guidance in this process. If the individual refuses to disclose this information within the couple’s session, I may determine that it is necessary to discontinue the counseling relationship with the couple.

Couples requesting services from Sharmaine D. Barnes, LMFT, 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. Likewise, neither party 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, such as a divorce case.

If there is information that an individual desires to address within a context of individual confidentiality, I will be happy to provide referrals to therapists who can provide concurrent individual therapy.

TREATMENT TERMINATION

If at any time during the course of your treatment I determine I cannot continue, I will terminate treatment and explain why this is necessary. Ideally, therapy ends when we agree your treatment goals have been achieved. Additional conditions of termination include:

- You have the right to stop treatment at any time. If you make this choice, referrals to other therapists can be provided and you will be asked to attend a final “termination” session.
- Professional ethics mandate that treatment continues only if it is reasonably clear you are receiving benefit.

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- Legal or ethical circumstances may arise which may compel me to terminate treatment. In these cases, appropriate referrals will be offered. Also, I do not diagnose, treat, or advise on problems outside the recognized boundaries of my competencies or scope of practice.
- Other situations that warrant termination include, but are not limited to, regularly becoming enraged or threatening during session, bringing a weapon or illicit drug onto the premises, persistent drug abuse, arriving under the influence of drugs or alcohol, or disclosing illegal intentions or actions.

ARBITRATION

You agree to submit any disagreement concerning services or complaints regarding breaches in law or ethics to binding arbitration under the auspices of the American Arbitration Association. You agree to pay any and all legal costs arising from complaints that are not fully validated by you, the arbitrator. You also agree to pay any other legal fees incurred Sharmaine D. Barnes, LMFT as a result of these sessions.

The aforementioned business practices are intended to maintain the integrity of the couples/marital counseling relationship. The signatures below affirm that you each have read, discussed, understand, and agree to abide by the aforementioned policies.

Client Signature

Date

Client Signature

Date