

Information for Prospective Clients

Practice Policies

I am licensed as a Licensed Professional Counselor by the Board of Counseling in the Commonwealth of Virginia. The following information describes my policies for the provision of counseling services:

Confidentiality: As a general rule, I will disclose no information obtained during your contact with me, or even the fact that you are my client, except with your written consent. However, this rule of confidentiality has exceptions, as described in the separate documentation on confidentiality and its limits.

Telephone Access & Emergencies: During workdays, I can be reached at my office: (434) 220-3334. You can leave a message on the confidential voice mail and I will return your call as soon as I am able. On evenings or weekends, for emergencies, you may try to reach me at (434) 906-0830. When I am out of town or unavailable, the message at my office telephone may give you the name of a colleague who is available for consultation. In a life-threatening emergency, you should go to the closest Hospital Emergency Room.

Limited Use of Email: I do not use email as a method of communication with my clients or as a way to receive sensitive information from my clients. Limited use of email for handling administrative matters is acceptable with a written client-therapist agreement (to be provided).

Appointments, Fees, and Cancellations: The fee for a 45 minute outpatient therapy session is \$75.00 unless I have contracted with your insurance company or managed-care company that requires otherwise. The fee for a longer initial diagnostic evaluation is \$120. You will be billed for every scheduled session unless you have canceled or have rescheduled your appointment at least 24 hours in advance of our appointment. Repeated cancellations may result in losing your established appointment time. I will advise you of this change in advance. Sessions are scheduled to begin and end on time, which means that your session time is reduced if you are late arriving. You are responsible for paying the full fee for such sessions.

In addition to the therapy session fee, additional services required or authorized by you will be billed at a rate of \$75 per hour, and prorated for periods of less than an hour by fifteen minute periods. These services could include report writing, telephone calls lasting longer than ten minutes, attendance and participation at meetings with other professionals you have authorized regarding your treatment, preparation of records or treatment summaries, or any other appropriate service requested. All of these fees will be discussed in advance.

Sick Children: I request that you not bring a child to therapy who is sick and may be contagious, or to bring a sibling to sit in the waiting room who is sick and may be contagious. Please call at any time to cancel for this reason. Notice of 24 hours is still preferred when possible.

Payment policy: You may pay at each session if you prefer, or you may pay monthly upon receipt of the monthly statement. Other payment arrangements require written prior agreement. If you are behind in your payments and have made no alternative payment arrangement, I may use a collection agency and you will be responsible for paying all collection fees and court costs that might accrue. There is also a \$25.00 returned check fee for checks written with insufficient funds.

Health Insurance and Managed Care: If I have a contract with your insurance company or managed care company, I will submit claim forms for my services if you so request. I will provide them with the information necessary for performing that service. If I submit your claims, insurance reimbursement checks will be sent directly to my office. PLEASE NOTE: No insurance company will pay for missed sessions or telephone contacts; thus you will be responsible for paying the entire \$75.00 fee for any appointment not canceled 24 hours in advance. This charge will be waived in the event of an emergency or illness. You will also be responsible for paying the full fee of sessions the insurance company determines they will not cover.

If your insurance company contracts with a managed care company to administer the mental health benefits of your insurance company, you will likely be required to obtain a referral and/or preauthorization in order to receive services. We will discuss the potential limits on the actual benefits available through your plan. We will review the treatment plan so you understand what information will be submitted so that I receive reimbursement. We will discuss the payment plan that will be in effect in the event that your psychotherapy continues when your insurance benefits are no longer available.

Managed care companies typically authorize a limited number of sessions, then require that I complete an Outpatient Treatment Plan that describes your presenting issues, your diagnosis, current situation, history of previous psychiatric treatment, and psychotherapy goals. If additional sessions are authorized, updated Treatment Plans about your progress may also be requested.

As a consumer of mental health services, you have a right to know that providing this information may be required in order for you to access your benefits and receive reimbursement for my services. Many insurance companies will not authorize or pay for mental health treatment unless a Treatment Plan is submitted on a regular basis. I will discuss with you the information contained in the initial Treatment Plan before I submit it. With your

consent, I will not discuss each successive treatment plan with you unless you prefer that I do so.

PLEASE BE ADVISED THAT THIS INFORMATION BECOMES A PERMANENT PART OF YOUR FILE WITH THE INSURANCE COMPANY, AND THAT NEITHER OF US HAVE CONTROL OVER THE FURTHER CONFIDENTIALITY OF THAT INFORMATION, INCLUDING WHETHER IT IS RELEASED TO A DATA BANK AND/OR YOUR EMPLOYER, OR IS RELEASED FOR OTHER PURPOSES.

Court Involvement: If you decide to be in treatment with me, you agree not to involve me in a legal matter or have your attorney subpoena me in a court related proceeding. The confidentiality of your treatment cannot be preserved in such a case. If you do involve me in a legal proceeding during the course of your treatment, e.g., your attorney subpoenas me as a witness in court, I will request that you quash (block) the subpoena. If this does not occur, I will move to quash the subpoena (see Confidentiality and Its Limits, Court Proceedings). I reserve the right to discontinue your treatment if you involve me in a legal matter or you permit your attorney to subpoena me in a court related proceeding. If I decide to discontinue your treatment, I will attempt to make an appropriate referral if you wish to continue your treatment with another therapist.

Confidentiality and Its Limits

As a general rule, I will disclose no information obtained during your therapy relationship with me, or the fact that you are my client, except with your written consent. However, if I believe that you are in an imminent risk for harming yourself or someone else, I will disclose information to the extent needed for insuring your safety or the safety of others. If I believe that your health is endangered, or that you are in a medically precarious state, I will potentially disclose this information. If you are an adolescent client, I reserve the right to contact your parents or guardian if I believe you are in imminent physical, medical, or psychological risk. We will discuss these limits of confidentiality (by law and by my practice), and you may reopen the conversation at any time during our work together. Other possible exceptions to confidentiality include the following:

Virginia Law: Virginia counselors are legally required to release client information to others in certain circumstances, including the following.

Reporting Requirements:

1. **Child Abuse:** Suspicion of abuse or neglect of a child must be reported to the Virginia Department of Social Services.
2. **Adult and Domestic Abuse:** If I have reason to suspect that an elderly or incapacitated adult is being abused, neglected or exploited, I will, by policy, make a report and provide relevant

information to the Virginia Department of Social Services.

3. Health Oversight: Virginia law requires that I report misconduct by a health care provider of my own profession. By policy, I reserve the right to report misconduct by health care providers of other professions. I am also required bylaw to explain to you how to make a report. If you are yourself a health care provider, I am required bylaw to report that you are in treatment if I believe that your condition places the public at risk. Virginia Licensing Boards have the power, when necessary, to subpoena relevant records.

Duty to Warn: If I am engaged in my professional duties and you communicate to me a specific and immediate threat to cause serious bodily injury or death to an identified or identifiable person, and I believe you have the intent and ability to carry out that threat immediately or imminently, I must take steps to protect third parties. These precautions may include: (1) warning the potential victim(s) or the parent or guardian of the potential victim(s), if under 18; or (2) notifying a law enforcement officer. I may also use and disclose medical information about you when necessary to prevent an immediate, serious threat to your own health and safety.

Court Proceedings: If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and records thereof, such information is privileged under state law, and I will not release information without your written authorization. If I receive a subpoena that has been properly served for records or testimony, I will notify you so you can file a motion to quash (block) the subpoena. If you do not move to quash the subpoena, I will do so. However, in both cases I am required to place said records in a sealed envelope and provide them to the Clerk of the Court of the appropriate jurisdiction so that the court can determine whether the records should be released. In Virginia, the privilege does not apply in child abuse cases, in cases in which your mental health is an issue, or in any case in which the judge deems the information to be necessary. In Virginia, parent's therapy records are privileged in child custody cases, but a child's records do not have that same protection. Virginia has no statute granting therapist-client privilege in criminal cases. The protection of privilege also does not apply in a court-ordered evaluation of you.

Workers Compensation: If you file a claim, I am required by law, upon request, to submit your relevant mental health information to you, your employer, the insurer, or a certified rehabilitation provider.

Other legally-allowed access to client records: Circumstances in which Virginia Law might allow others to obtain access to information or records about you include (but may not be limited to) the following: Protective Service Workers to whom someone has reported suspicion or abuse or neglect, if they so request; Court-Appointed Special Advocates (CASA Volunteers) in child abuse/neglect proceedings, if the court so orders; and clinicians

evaluating a minor for involuntary commitment to inpatient treatment. If you are under 18 years of age, Virginia law allows your parents to request information and/or records related to your treatment. In all such cases, if records are requested I make every attempt to limit the information disclosed by substituting an oral or written report.

Disclosure to deliver quality care: You must decide whether to give consent for me to release information (dates of treatment, type of treatment, diagnosis) to your insurance company in order to receive reimbursement for my services. I may be required to submit Outpatient Treatment Reports. I will review the initial Treatment Plan with you, and submit it only with your consent. With your consent, I will not necessarily review subsequent Treatment Plans with you. Once this information is submitted to the insurance company, in all probability it will be computerized. I have no control over how that information might be used or whether it will be re-released. In certain circumstances, Virginia law allows insurance companies to re-release certain information to others without your consent, potentially including the employer who provides your health care plan. Your application for future health or life insurance may trigger release to a national database, from which it may be re-released.

If you were referred by your physician (including your psychiatrist), I may discuss my evaluation and treatment plan with him or her without your prior consent.

If you require a referral for a psychiatric consultation regarding psychotropic medication, I will discuss your diagnosis and overall clinical situation with the psychiatrist to facilitate the evaluation process. If you and the psychiatrist decide that medication would be helpful, I will periodically discuss your progress with the psychiatrist to provide coordination of care.

Office Policies: If I must be away from the office for extended periods of time, a colleague will take emergency calls and may need information about you in order to be prepared to assist you in my absence. You and I will discuss that plan in advance, but I reserve the right to provide sufficient information for insuring continuity of care in my absence, and this may include providing your first name for identifying your call. To insure I am providing quality care, I sometimes meet with a consultant. In so doing, I do not reveal identifying information about my clients. I will provide names of my consultants upon request. If I must use a collection agency, then after notifying you of that fact in advance, I will provide the information necessary to obtain payment.